

**SERIAL 07095 RFP RYAN WHITE PART A SERVICES – MEDICAL/NON- MEDICAL
CASE MANAGEMENT – HCM
CONTRACT - The Phoenix Shanti Group**

DATE OF LAST REVISION: February 20, 2008 CONTRACT END DATE: March 31, 2011

CONTRACT PERIOD THROUGH MARCH 21, 2011

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **RYAN WHITE PART A SERVICES – MEDICAL/NON- MEDICAL
CASE MANAGEMENT – HCM**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **February 20, 2008 (Eff. March 01, 2008)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SF/mm
Attach

Copy to: Materials Management
Shawn Nau, Director General Government
Kevin McNeal, Program Manager Ryan White Part A Program

1.0 SCOPE OF SERVICES:

Emphasis on Primary Medical Care services: MCHCM continues to emphasize more specialized care with the value of improved clinical outcomes associated with care from HIV-knowledgeable/experienced providers, expanded access to and availability of mental health services, and specialized medication adherence and monitoring support. FY2007 funding for Primary Medical Care is \$1,437,576 (25% of allocations).

The legislation of the Ryan White HIV/AIDS Treatment Modernization Act of 2006 requires the separation and distinction between Medical Case Management (Core Service) and non-Medical Case Management (Support Service) for monitoring of clinical outcomes that support a client's health status. Effective in FY 2008, all providers must clearly delineate services between Medical Case Management and non-Medical Case Management. Please reference the HCM Policies and Procedures Manual for further clarification.

- Increased access to care in rural areas: Expanded partnerships with clinics in the rural areas of the EMA are being currently being developed by the Administrative Agency and the Planning Council. Cost effectiveness and service delivery challenges are being addressed to provide the improved outcomes associated with patient compliance while addressing the underserved and disproportionately impacted rural areas of the EMA. Services are being competitively bid in FY2007 to increase geographic diversity of services and provide greater accessibility to core and support services.
- PLANNING COUNCIL DIRECTIVES
- In the ongoing efforts of the Ryan White Part A Planning Council to reach the historically underserved communities, the following directives have been issued for Case Management
- It is the responsibility of the Provider(s) to adequately promote the availability of their (awarded) service category(ies), including locations and hours. For more details, see section 4.28, PROGRAM MARKETING INITIATIVES, of this RFP.

2.0 CONTRACTURAL ADMINISTRATIVE LANGUAGE:

2.1 REFERENCES:

Respondents must provide (SEE SERVICE PROVIDER APPLICATION FORM) at least five (5) reference accounts to which they are presently providing like service. Included must be the name of the government or company, individual to contact, phone number, street address and e-mail address. Preference may be given to Respondents providing government accounts similar in size to Maricopa County.

2.2 CONTRACTOR LICENSE REQUIREMENT:

The Respondent shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Respondent shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.

Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

2.3 CONTRACTOR STATUS:

The Contractor is an independent Contractor in the performance of work and the provision of services under this Contract and is not to be considered an officer, employee, or agent of Maricopa County

2.4 PROPRIETARY INFORMATION:

Proprietary information submitted by a Respondent in response to a Request for Proposal shall remain confidential as determined by law or regulation.

2.5 CONTRACT REPRESENTATIVES:

Any changes in the method or nature of work to be performed under a Contract must be processed by the County's authorized representative. Upon the execution of a Contract, the County will name its representative who will be legally authorized to obligate the County.

2.6 FINANCIAL STATUS:

All Respondents shall make available upon request a current audited financial statement, a current audited financial report, or a copy of a current federal income tax return prepared in accordance with Generally Accepted Accounting Principles or Standards. Failure or refusal to provide this information within five (5) business days after communication of the request by the County shall be sufficient grounds for the County to reject a response, and to declare a Respondent non-responsive as that term is defined in the Maricopa County Procurement Code.

If a Respondent is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a Respondent or receiver has been appointed over all or a substantial portion of the property of the Respondent under federal bankruptcy law or any state insolvency law, the Respondent must provide the County with that information, which the County may consider that information during evaluation. The County reserves the right to take any action available to it if it discovers a failure to provide such information to the County in a response, including, but not limited to a determination that the Respondent be declared non-responsive, and suspended or debarred, as those terms are defined in the Maricopa County Procurement Code.

By submitting a response to the Request for Proposal, the Respondent agrees that if, during the term of any Contract it has with the County, it becomes involved as a debtor in a bankruptcy proceeding or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a Respondent or receiver is appointed over all or a substantial portion of the property of the Respondent under federal bankruptcy law or any state insolvency law, the Respondent will immediately provide the County with a written notice to that effect and will provide the County with any relevant information it requests to determine whether the Respondent will be capable of meeting its obligations to the County.

2.7 REGISTRATION:

Respondents are required to be registered with Maricopa County if they are selected for an award of any County Business. Failure to comply with this requirement in a timely fashion will cause Respondent's response to be declared non-responsive. Respondents shall register on the Maricopa County Web Site at www.maricopa.gov/materials. Click on vendors to enter BuySpeed registration screen. *Also see Exhibit 1*

2.8 AWARD OF CONTRACT:

Contracts awarded pursuant to the provisions of this section will not be solely on price, but will include and be limited to evaluation criteria listed in the Request for Proposal. The Contract will be awarded to the Most Advantageous Respondent(s). The Contract may be awarded in whole, by section, or geographic area as required.

2.9 POST AWARD MEETING:

The successful Contractor(s) may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. The Procurement Officer of this Contract will coordinate this meeting.

3.0 **CONTRACTUAL TERMS AND CONDITIONS**

3.1 TERM

This Contract is for a term of THREE (3) YEARS beginning on the date of contract award, or the effective date, as clearly noted in award notification documents.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options, (or at the County's sole discretion, extend the contract on a month to month bases for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period. The fee for any extension period shall be subject to negotiation prior to activation of such extension.

3.3 COMPENSATION:

- 3.3.1 The County reserves the right to reallocate funding during the contract period so that the services provided and corresponding contract amount may be decreased or increased, via contract amendment or Task Order, at the discretion of the County.
- 3.3.2 Subject to the availability of funds, County shall pay the Contractor for the services described herein for a sum not to exceed the Contract Amount listed on the cover page of this contract. County will pay the Contractor on a unit cost reimbursement basis in accordance with the Contractor's approved fee schedule, which follows. The total funds paid to the Contractor will be dependent upon the number of units of service performed by the Contractor. County does not guarantee a minimum payment to the Contractor. County will not reimburse Contractors for missed appointments by clients.
- 3.3.3 Ryan White CARE Act funds shall not be used to finance the services of lobbyists, fundraisers or grant/proposal writers, nor to support lobbying, fundraising activities and/or the writing of grant/contract proposals.
- 3.3.4 The Contractor understands and agrees to notify the County of any deviations or changes to any budget line of the underlying budget of this contract within **30** days of such change.
- 3.3.5 The Contractor shall be compensated for services provided only by the staff classifications/positions included/referenced in the underlying budget.
- 3.3.6 Unless specifically allowed and referenced elsewhere in this contract, all services are to be provided at Contractor sites and/or venues. Services provided at non-authorized locations or venues will not be reimbursed by the County.
- 3.3.7 The Contractor shall provide monthly financial and corresponding programmatic reports per the reporting schedule to the County. If the Contractor is not in compliance because of non-performance, submission of reports after deadlines, insufficient back-up statements or improperly signed forms, the Contractor may not be reimbursed. Furthermore, program non-compliance can delay reimbursement until program compliance issues and any other related financial consequences are resolved. **Multiple**

instances of non-compliance with reporting requirements may result in the County reducing the Contractor's reimbursement by up to 10% of the corresponding month's billing. Billing forms and instructions are included in sections 4 and 6 of the Ryan White Part A Program Policies Manual. Billing forms and instructions are included in sections 4 and 6 of the Ryan White Part A Program Policies Manual.

3.3.8 **The Ryan White Part A office will provide technical assistance to eligible applicants for the implementation, configuration and end user support for the CAREWare database. In addition, technical assistance is made available to eligible applicants to integrate CAREWare with proprietary in-house billing systems on an as needed basis to minimize data entry efforts needed to report client level demographic and service related data. See Exhibit 3 for a sample billing packet.**

3.3.9 The actual amount of consideration to be paid to the Contractor depends upon the actual hours worked and the services provided. Any un-obligated balance of funds at the end of this Agreement period will be returned to the County in accordance with instruction provided.

3.4 PAYMENT

3.4.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Attachment "B" ***Budget Worksheet***, or as modified by contract amendment or appropriately executed "task order".

3.4.2 Payment shall be made upon the County's receipt of a properly completed invoice. Invoices shall contain the following information: Contract number, purchase order number, item numbers, description of supplies and/or services, sizes, quantities, unit prices, extended totals and any applicable sales/use tax.

3.5 INVOICES AND PAYMENTS:

3.5.1 **The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:**

- 3.5.1.1 Company name, address and contact
- 3.5.1.2 County bill-to name and contact information
- 3.5.1.3 Contract Serial Number
- 3.5.1.4 County purchase order number
- 3.5.1.5 Invoice number and date
- 3.5.1.6 Payment terms
- 3.5.1.7 Date of services
- 3.5.1.8 Quantity (number of days or weeks)
- 3.5.1.9 Description of Purchase services
- 3.5.1.10 Pricing per unit of purchase
- 3.5.1.11 Extended price
- 3.5.1.12 Total Amount Due

3.5.2 Contractors providing medical services are required to utilize HCF-1500 or UB-92 forms for claims submitted to the Ryan White Part A Program in addition to the Monthly Fiscal and Program Monitoring reports (Section 4.27 of this RFP)

Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

3.6 METHOD OF PAYMENT:

- 3.6.1 Contractor will submit Monthly Fiscal and Program Monitoring Report for services performed on or before the fifteen (**15th**) business day following the month in which services were performed.
- 3.6.2 Subject to the availability of funds, County will, within sixty (**60**) working days from the date of receipt of the documents enumerated herein, process and remit to the Contractor a warrant for payment up to the maximum total allowable for services provided or work performed during the previous month. Should County make a disallowance in the claim, the claim shall be processed for the reduced amount. If the Contractor protests the amount or the reason for a disallowance, the protest shall be construed as a dispute concerning a question of fact within the meaning of the "Disputes" clause of the Special Provisions of this Contract.
- 3.6.3 The Contractor understands and agrees that County will not honor any claim for payment submitted 60 days after date of service. The Contractor understands and agrees that County will not process any claim for payment for services rendered prior to the end of the contract period which are submitted sixty (**60**) days after the end of the contract period without approval of County. For claims that are subject to AHCCCS Regulation R9-22703.B1, County will not honor any claim for payment submitted nine months after date of service.
- 3.6.4 Payments made by County to the Contractor are conditioned upon the timely receipt of applicable, accurate and complete reports submitted by the Contractor. All monthly fiscal and program monitoring reports must be supported by auditable documentation, which is determined to be sufficient, competent evidential matter defined by the County.
- 3.6.5 The Contractor understands and agrees to maximize all other revenue streams including self-pay and all sources of third party reimbursements. The Contractor must determine Regional Behavioral Health Authority (RBHA), AHCCCS, ALTCS, VA, TRICARE Standard and Medicare eligibility of clients and assist with client enrollment whenever feasible. The Contractor understands and agrees that all third party payments must be exhausted to offset program costs before Ryan White CARE Act funds are used.

3.7 BUDGET AND EXPENDITURES:

- 3.7.1 Contractor will submit Monthly Fiscal and Program Monitoring Reports for services performed on or before the fifteenth (**15th**) working day following the month in which services were performed. The billing packet includes a combination of pre-printed forms and CAREWare based reports and are to be printed and submitted in hard copy form to the Ryan White Part A office an example billing packet is in Exhibit 3.
 - A. The total administrative costs budgeted, including any approved indirect rate (inclusive of contractor and subcontractor(s)) cannot exceed **10%** of the amount of the contract award.
 - B. Administrative expenditures for this contract cannot exceed **10%** of the total expenditures of this contract. Any amount of administrative expenditures in excess of **10%** will be reimbursed to MCDHCM, Ryan White Part A Program.
 - C. Any disallowed expenditures are subject to the Contractor submitting a full reimbursement to MCDHCM, Ryan White Part A Program.
 - D. Contractors agrees to establish and maintain a "Financial Management System" that is in accordance with the standards required by the OMB Circular A-110, Subpart C. Such system must also account for both direct and indirect cost transactions, reports on the results of those transactions, are in compliance with the requirements of OMB Circular A-21 and generally accepted accounting principles.

- E. Agree that all expenditures are in accordance with the budget as approved and attached to this Agreement.
- F. All expenditures and encumbered funds shall be final and reconciled no later than 90 days after the close of the grant year.

3.8 DUTIES

- 3.8.1 The Contractor shall perform all duties stated in Attachment "C" WORK PLAN
- 3.8.2 The Contractor shall perform services at the location(s) and time(s) "stated in " or as otherwise directed in writing, via contract amendment and/or task order.

3.9 INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable. The contractor shall include a clause to this effect in all subcontracts inuring to the benefit of the Contractor or County

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

3.10 INSURANCE REQUIREMENTS:

- 3.10.1 The Contractor shall have in effect at all times during the term of this Contract insurance which is adequate to protect Maricopa County, its officers and employees, participants and equipment funded under the Contract against such losses as are set forth below. The Contractor shall provide County with current documentation of insurance coverage by furnishing a Certificate of Insurance or a certified copy of the insurance policy naming Maricopa County as an additional insured.
- 3.10.2 The following types and amounts of insurance are required as minimums:
 - 3.10.2.1 Worker's Compensation as required by Arizona law
 - 3.10.2.2 Unemployment Insurance as required by Arizona law
 - 3.10.2.3 Public Liability, Body Injury and Property Damage policies that insure against claims for liability for Contractor's negligence or maintenance of unsafe vehicles, facilities, or equipment brought by clients receiving services pursuant to this Contract and by the lawful visitors of such clients. The limits of the policies shall not be less than \$1,000,000.00 for combined single limit.
- 3.10.3 Automobile and Truck Liability, Bodily Injury and Property Damages:
 - 3.10.3.1 General Liability, each occurrence; \$500,000.00

- 3.10.3.2 Property Damage; \$500,000.00
- 3.10.3.3 Combined single limit; \$1,000,000.00

3.10.4 Standard minimum deductible amounts are allowable. Any losses applied against insurance deductibles are the sole responsibility of the Contractor.

3.10.5 Professional Liability Insurance; \$1,000,000.00

3.10.6 The Contractor will immediately inform the Director of any cancellation of its insurance or any decrease in its lines of coverage at least thirty (30) days before such action takes place.

3.11 Certificates of Insurance.

3.11.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND UNDERSTANDS THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS CONTRACT.

In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.11.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.12 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Director
320 West Lincoln Street
Phoenix, Arizona

3.13 REQUIREMENTS CONTRACT:

3.13.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.

3.13.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs

incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.

3.13.3 Contractor agrees to accept oral cancellation of purchase orders.

3.14 **TERMINATION:**

3.14.1 County may terminate this Contract at any time with thirty **(30)** days prior written notice to the other party. Such notice shall be given by personal delivery or by Registered or Certified Mail.

3.14.2 This Contract may be terminated by mutual written agreement of the parties specifying the termination date therein.

3.14.3 County may terminate this Contract upon twenty-four **(24)** hours notice when County deems the health or welfare of a patient is endangered or Contractor non-compliance jeopardizes funding source financial participation. If not terminated by one of the above methods, this Contract will terminate upon the expiration date of this Contract as stated on the Cover Page.

3.15 **DEFAULT:**

County may suspend, modify or terminate this Contract immediately upon written notice to Contractor in the event of a non-performance of stated objectives or other material breach of contractual obligations; or upon the **happening** of any event, which would jeopardize the ability of the Contractor to perform any of its contractual obligations.

3.16 **OFFSET FOR DAMAGES;**

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

3.17 **ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

3.18 **USE OF SUBCONTRACTORS:**

3.18.1 The use of subcontractors and/or consultants shall be pre-approved by the County. If the use of subcontractors is approved by County, the Contractor agrees to use written subcontract/consultant agreements which conform to Federal and State laws, regulations and requirements of this Contract appropriate to the service or activity covered by the subcontract. These provisions apply with equal force to the subcontract as if the subcontractor were the Contractor referenced herein. The Contractor is responsible for Contract performance whether or not subcontractors are used. The Contractor shall submit a copy of each executed subcontract to County within fifteen (15) days of its effective date.

3.18.1.1 All subcontract agreements must provide a detailed scope of work, indicating the provisions of service to be provided by both the Contractor and Subcontractor.

3.18.1.2 All subcontract agreements must include a detailed budget and narrative, identifying all administrative costs as defined in section II.

3.18.1.3 All subcontract agreements must document the qualifications and ability to provide services by the subcontracting agency.

3.18.2 The Contractor agrees to include in any subcontracts a provision to the effect that the subcontractor agrees that County shall have access to the subcontractor's facilities and the right to examine any books, documents and records of the subcontractor, involving transactions related to the subcontract and that such books, documents and records shall not be disposed of except as provided herein.

3.18.3 The Contractor shall not enter into a subcontract for any of the work contemplated under this Agreement except in writing and with prior written approval of the County. Such approval shall include the review and acceptance by the County of the proposed subcontractual arrangement between the Contractor and the subcontractor

3.19 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties. All amendments shall clearly state the effective date of the action.

3.20 TASK ORDERS:

Contractor shall not perform a task other than those found/defined in the contract award document. Task Orders may be issued by the Administrator of this contract. Task Orders will be communicated via written document. A Task Order shall include, but is not limited to: budget amount, work plan, reference to special conditions of award, and/or any special reporting requirements. Amended Task Orders can be issued at any time. Both parties shall sign an amended Task Order.

3.21 CHANGES:

3.21.1 The Maricopa County Department of Health Care Mandates, with cause, by written order, make changes within the general scope of this Contract in any one or more of the following areas (Also see **AMENDMENTS & TASK ORDER SECTIONS**):

3.21.1.1 Work Statement activities reflecting changes in the scope of services, funding source or County regulations,

3.21.1.2 Administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by funding source or County regulations, policies or requirements, and/or,

3.21.1.3 Contractor fee schedules and/or program budgets.

Examples of cause would include, but are not limited to: non-compliance, under performance, reallocations from the Planning Council, or approved directives from the Planning Council.

3.21.2 Such order will not serve to increase or decrease the maximum reimbursable unit rate amount to be paid to the Contractor. Additionally, such order will not direct substantive changes in services to be rendered by the Contractor.

3.21.3 Any dispute or disagreement caused by such written order shall constitute a "Dispute" within the meaning of the Disputes Clause found within this Contract and shall be administered accordingly.

3.22 AUDIT REQUIREMENTS:

- 3.22.1 If the Contractor expends **\$500,000** or more from all contracts administered and/or funded via County, and/or receives **\$500,000** or more per year from any federal funding sources, the Contractor will be subject to Federal audit requirements per P.L. 98-502 "The Single Audit Act." The Contractor shall comply with OMB Circulars A-128, A-110, and A-133 as applicable. The audit report shall be submitted to the Maricopa County Department of Public Health for review within the twelve months following the close of the fiscal year. The Contractor shall take any necessary corrective action to remedy any material weaknesses identified in the audit report within six months after the release date of the report. Maricopa County may consider sanctions as described in OMB Circular A-128 for contractors not in compliance with the audit requirements. All books and records shall be maintained in accordance with Generally Accepted Accounting Principles (GAAP).
- 3.22.2 The Contractor shall schedule an annual financial audit to be submitted to County for review within twelve months following the close of the program's fiscal year. Contractor understands that failure to meet this requirement may result in loss of current funding and disqualification from consideration for future County-administered funding.
- 3.22.3 Comply with the requirement of the Federal Office of Management and Budget (OMB) Circular A-133. The Contractor is responsible for having an audit performed in accordance with, and when required, by OMB Circular A-133, and for sending a copy of the report issued as a results of the audit to the County within 30 days of issuance. The County reserves the right to engage an auditor, at the Contractor's expense, to perform an OMB Circular A-133 audit of the Contractor in the event that the Contractor shall fail to engage an auditor or the County shall reject or disapprove of the auditor engaged by the Contractor.
- 3.22.4 The Contractor shall also comply with the following OMB Circulars:
 - 1. A-102 Uniform Administrative Requirements for Grants to State and Local Government.
 - 2. A-110 Uniform Administrative Requirements for Grants and Agreement with Institutions of Higher Education, Hospitals and other non-profit organizations.
 - 3. A-122 Cost Principles for Non-Profit Organizations.
 - 4. A-87 Cost Principles for State and Local Governments.
 - 5. A-21 Cost principles for Education Institutions.

3.23 SPECIAL REQUIREMENTS:

- 3.23.1 The Contractor shall adhere to all applicable requirements of the Ryan White Comprehensive HIV/AIDS Treatment Modernization Act of 2006.
- 3.23.2 The Contractor shall participate in a minimum of two (2) provider technical assistance meetings and/or teleconference calls that will be scheduled by the MCDHCM throughout the year.
- 3.23.3 The Contractor shall provide the necessary administrative, professional and technical personnel for operation of the program.
- 3.23.4 The Contractor agrees to maintain adequate programmatic and fiscal records and files including source documentation to support program activities and all expenditures made under terms of this agreement as required.
- 3.23.5 Contractor agrees to install and utilize the CAREWare client level reporting system as described in the Ryan White Part A Program Policies Manual. There are no licensing costs associated with the use of CAREWare. The provider is required to cover the cost

for installing and configuring internal firewall devices to gain access to the CAREWare database.

3.24 RELEASE OF INFORMATION:

The Contractor agrees to secure from all clients any and all releases of information or other authorization requested by County. Each client file documenting the provision of Part A services must contain a release form signed by the client. This release form must be signed by the client and grant release of named confidential file information to the Maricopa County Department of Health Care Mandates for the purpose of grant administration/monitoring for a period of five years from date of signature. Failure to secure such releases from clients may result in disallowance of all claims to County for covered services provided to eligible individuals. If service to anonymous clients is specifically allowed and approved by the County, this provision does not apply to persons who receive Ryan White CARE Act Part A funded services anonymously.

3.25 CERTIFICATION OF CLIENT ELIGIBILITY;

3.25.1 The Contractor agrees to certify for eligibility all clients seeking services supported by Ryan White CARE funds, detailed in Section 1 of the Ryan White Part A Program Policies Manual. Such certification as detailed below shall be conducted at least every six months of service. Services may be provided to anonymous clients only at the specific approval of the MCDHCM and only as and if specified in this contract. Anonymous clients are not subject to the following certification of client eligibility requirements. An individual will be certified by the Contractor as being eligible for services if the following criteria are met:

3.25.2 Documentation in the client's chart of the client's HIV+ status, consistent with HRSA guidelines as described in the MCDHCM Ryan White Title 1 Policy Manual.

3.25.3 Documentation in the client's chart that no health and/or other form of insurance is in effect for the client which covers the cost of services available through this program.

3.25.4 Documentation in the client's chart of client ineligibility for like services under other client and/or public assistance programs.

3.25.5 Documentation in the client's chart of current residence in the EMA of Pinal and Maricopa counties and verification by Contractor, as detailed in MCDHCM's Ryan White Part A Policy Manual.

3.25.6 Documentation of client charges consistent with sliding scale specified on the following chart unless the County waives charges.

Client Income	Fees For Service
Less than or equal to 100% of the official poverty line	No fees or charges to be imposed
Greater than 100%, but not exceeding 200%, of the official poverty line	Fees and charges for any calendar year may not exceed 5% of the client's annual gross income **
Greater than 200%, but not exceeding 300%, of the official poverty line	Fees and charges for any calendar year may not exceed 7% of client's annual gross income
Greater than 300% of the official poverty line	Fees and charges for any calendar year may not exceed 10% of client's annual gross income

**** Free services may be provided to individuals with an annual gross family income of less than 200% of the official poverty line. Fees must be charged to clients whose annual gross family income is in excess of 200% of the official poverty line**

- 3.25.7 The Contractor's schedule of fees and charges must be published and made available to the public. Client income shall be verified and documented consistent with the MCDHCM Ryan White Part A Policy Manual.
- 3.25.8 Funds collected by the Contractor in the form of fees, charges, and/or donations for the delivery of the services provided for herein shall be accounted for separately. Such fees, charges and/or donations must be used for providing additional services or to defray the costs of providing these services consistent with the Work Statement of this Contract. As applicable, the Contractor agrees to include, in the underlying budget, the amount of projected revenue from client fees. The amount of funds collected from client fees shall be reported by Contractor in the Monthly Expenditure Report by discrete service. For audit purposes, the Contractor is responsible for maintaining necessary documentation to support provision of services.
- 3.25.9 The Contractor is required to have in place a procedure for verifying client eligibility for services. Eligibility for all clients must be recertified biannually (every 6 months), with the exception of HIV Status. Eligibility certification must be documented in each client record. The verification of these elements are a permanent part of the client's record and is to be maintained in a secure location for at least five (5) years after the client has left the service.
- 3.26 **QUALITY MANAGEMENT:**
 - 3.26.1 The Contractor will participate in the EMA Quality Management program as detailed in the ***MCDHCM Ryan White Part A Program Policies Manual***. **See link found on cover page.**
 - 3.26.2 The Contractor will utilize and adhere to the most current Standards of Care as developed by the Phoenix EMA Planning Council.
 - 3.26.3 The Contractor will develop and implement an agency-specific quality management plan for Part A-funded services. The Contractor will conduct Quality Improvement projects at the agency level utilizing the Plan-Do-Check-Act (PDCA) model.
 - 3.26.4 The Contractor will participate in cross-cutting Quality Improvement projects and report data per the timeline established with the County. Additionally, the Contractor will report quality outcome measures established by the County per the reporting schedule.
 - 3.26.5 The Contractor will participate in the Quality Management Ad Hoc Advisory Committee as requested by the County.
 - 3.26.6 Conduct and provide documentation of quality assurance and improvement activities, including maintenance of client satisfaction surveys and other mechanisms as designated by the County.
 - 3.26.7 Maintain a comprehensive unduplicated client level database of all eligible clients served and demographic and service measures required and submit this information in the format and frequency as requested by the County. The County will make available to the Contractor software for the collection of this information.
 - 3.26.8 Maintain consent to serve forms signed by the clients to gain permission to report their data to County, State and Federal authorized entities and to view their records as a part of site visits and quality management review activities.

- 3.26.9 Participation in QM trainings sponsored by the County is mandatory. The Contractor understands that non-participation in these types of events may result in not complying with the Standards of Care as mandated by the Ryan White CARE Act. Further, such non-participation in QM trainings could result in prompting a performance monitoring site visit.

3.27 REPORTING REQUIREMENTS:

- 3.27.1 The contractor agrees to submit as a “hard copy” document, Monthly Fiscal and Program Monitoring Reports on or before the **fifteenth (15th)** day of the month following the end of the reporting period on forms substantially similar to those included in sections 4 and 6 of the Ryan White Part A Program Policies Manual. **The billing packet is delivered via hardcopy to the Ryan White Part A office.** Reporting requirements includes, but not limited to: **1)** A narrative describing progress made towards achieving service goals as well as problems and issues impeding program implementation. **2)** Expenditure report identifying billing to the MCDHCM for services provided during the reporting period; **3)** Compilation of data on a cumulative, yearly, unduplicated-count basis shall be required, with data reporting in scanable and/or electronic file formats; **4)** Compilation of data for outcome measure studies conducted as mutually agreed by Contractor and the MCDHCM; and **5)** And any additional or specific reports deemed necessary under Section IV of this contract.
- 3.27.2 The contractor agrees to submit quarterly program monitoring reports on or before the **thirtieth (30th)** day of the month following the end of the reporting period detailing a quarterly and year to date unduplicated-count of clients serviced and the services provided (duplicated count).
- 3.27.3 The contractor agrees to submit a final end of year program report detailing actual expenditures for the grant year, including administrative expenditures, and an annual unduplicated client level demographic report for the contract year and calendar year no later than 60 days following the close of the grant year.

3.28 PROGRAM MARKETING INITIATIVES:

- 3.28.1 When issuing statements, press releases and other documents describing projects or programs funded in whole or in part with Ryan White Part A funds, the Contractor shall clearly state: 1) The percentage of the total costs of the program or project which will be financed with Ryan White funds; 2) The dollar amount of Ryan White funds for the project or program, and 3) The percentage dollar amount of the total costs of the project or program that will be financed by nongovernmental sources. Further, all such statements, press releases, and other documents describing programs or services funded in whole or in part with Ryan White CARE Act funds shall reference the funding source as the federal Department of Health and Human Services, Health Resources and Services Administration, the Ryan White Comprehensive HIV/AIDS Treatment Modernization Act of 2006, and the Maricopa County Department of Health Care Mandates. Such references to funding source must be of sufficient size to be clear and legible.
- 3.28.2 Contractor is responsible for advertising Ryan White Part A services. Such advertisement is to promote/incorporate the following components: Services rendered, venues/locations, and hours of operation. The content of any and all advertising for these services must be pre-approved by the County and be in a format allowed by Local, State and Federal regulations.
- 3.28.3 Contractor is responsible to ensure that all appropriate program descriptions, including hours and locations, are disseminated to the community and other providers to ensure that clients have access to care.

3.29 OTHER REQUIREMENTS:

3.29.1 Contractor will maintain discrete client files for all individuals served and will secure the necessary releases of information to allow for periodic review of all pertinent client information by employees of County and/or their designated representatives.

3.29.2 Monthly Fiscal and Program Monitoring Reports, Utilization Statistics and HRSA-mandated Administrative Reports will be submitted to: Ryan White Part A Program; Maricopa County Department of Health Care Mandates; 4041 N. Central Ave., Suite 1400, Phoenix, Arizona 85012

Monthly Fiscal and Program Monitoring Reports are due on or before the 15th of the month following the end of the reporting period.

3.29.3 Quarterly Program Utilization reports will be submitted to: Ryan White Title 1 Program; Maricopa County Department of Health Care Mandates; 4041 N. Central Ave., Suite 1400, Phoenix, Arizona 85012 within **thirty (30)** days following the month end of the quarterly reporting period.

3.29.4 Written Annual Expenditure (Close Out), Equipment Log, and Program and Utilization Statistics Reports will be submitted to: Ryan White Part A Program; Maricopa County Department of Health Care Mandates; 4041 N. Central Ave., Suite 1400, Phoenix, Arizona 85012 within 60 days of the expiration of the contract year.

3.29.5 Contractor shall respond to all additional requests for information solicited by County when they are submitted in writing within **72** hours of receipt of MCDHCM request.

3.29.6 Contractor shall participate with a standardized anonymous Consumer Satisfaction Survey issued to all program participants, at least once during the contract year. The survey and procedure is included in the *MCDHCM Ryan White Part A Program Policies Manual*. *See link found on cover page.*

3.30 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided to eligible clients the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

3.31 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

3.32 AUDIT DISALLOWANCES:

3.32.1 The Contractor shall, upon written demand, reimburse Maricopa County for any payments made under this Contract, which are disallowed, by a Federal, State or Maricopa County audit in the amount of the disallowance, as well as court costs and attorney fees which Maricopa County incurs to pursue legal action relating to such a disallowance.

3.32.2 If at any time it is determined by County that a cost for which payment has been made is a disallowed cost, County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor.

3.32.3 The Contractor shall be responsible for repayment of any and all applicable audit exceptions, which may be identified by County, State and Federal auditors of their designated representatives, and reviewed by the Contractor. The Contractor will be billed by the County for the amount of said audit disallowance and shall promptly repay such audit disallowance within 60 days of said billing.

3.33 **CONTRACT COMPLIANCE MONITORING:**

County shall monitor the Contractor's compliance with, and performance under, the terms and conditions of this Contract. On-site visits for Contract compliance monitoring may be made by County and/or its grantor agencies at any time during the Contractor's normal business hours, announced or unannounced. The Contractor shall make available for inspection and/or copying by County, all records and accounts relating to the work performed or the services provided under this Contract, or for similar work and/or service provided under other grants and contracts.

3.34 **AVAILABILITY OF FUNDS:**

3.34.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The Director shall be the sole judge and authority in determining the availability of funds under this Contract and County shall keep the Contractor fully informed as to the availability of funds.

3.34.2 If any action is taken by any State Agency, Federal Department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this section, at least ten (10) days in advance.

3.35 **RESTRICTIONS ON USE OF FUNDS:**

3.35.1 The Contractor shall not utilize funds made available under this Contract to make payments for any item or service to the extent that payment has been made, or can reasonably be expected to be made, with respect to that item or service:

3.35.1.1 Under any State compensation program, under any insurance policy, or under any Federal, State, or county health benefits program; or

3.35.1.2 By an entity that provides health services on a prepaid basis.

3.35.2 Funds shall not be used to purchase or improve (other than minor remodeling) any building or other facility, or to make cash payments to intended recipients of services as referenced in the A.R.S. § 41-2591, R2-7-701 and *Code of Federal Regulations*, Chapter 1, Subchapter e., Part 31, and Public Health Service Grants Policy Statement.

3.35.3 The federal Office of General Counsel and County emphasize that CARE Act funds may only support HIV-related needs of eligible individuals. All activities and expenditures must reflect an explicit connection between any service supported with CARE Act funds and the intended recipient's HIV status.

- 3.35.4 Contractor is not authorized to provide services anonymously, unless specifically approved for the service category in which the Contractor is providing services. All services must only be provided to documented eligible clients as defined in this contract.
- 3.35.5 The Ryan White CARE Act limits the administrative expenses to not more than **10%** of the total expenditures incurred for that contract. The Act defines allowable “administrative activities” to include:
 - 3.35.5.1 Usual and recognized overhead, including established indirect rates for agencies;
 - 3.35.5.2 Management and oversight of specific programs funded under this title; and
 - 3.35.5.3 Other types of program support such as quality assurance, quality control, and related activities.”

3.36 CONTINGENCY RELATING TO OTHER CONTRACTS AND GRANTS:

- 3.36.1 The Contractor shall, during the term of this Contract, immediately inform County in writing of the award of any other contract or grant where the award of such contract or grant may affect either the direct or indirect costs being paid/reimbursed under this Contract. Failure by the Contractor to notify County of such award shall be considered a material breach of the Contract and County shall have the right to terminate this Contract without liability.
- 3.36.2 County may request, and the Contractor shall provide within a reasonable time, a copy of any other contract or grant, when in the opinion of the Director, the award of the other contract or grant may affect the costs being paid or reimbursed under this Contract.
- 3.36.3 If County determines that the award to the Contractor of such other Federal or State contract or grant has affected the costs being paid or reimbursed under this Contract, County shall prepare a Contract Amendment effecting a cost adjustment. If the Contractor protests the proposed cost adjustment, the protest shall be construed as a dispute within the meaning of the "Disputes" clause contained herein.

3.37 ALTERNATIVE DISPUTE RESOLUTION:

- 3.37.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:
 - 3.37.1.1 Render a decision;
 - 3.37.1.2 Notify the parties that the exhibits are available for retrieval; and
 - 3.37.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

3.37.1.4 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

3.37.2 **Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.**

3.38 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

3.39 STRICT COMPLIANCE

Acceptance by County of performance not in strict compliance with the terms hereof shall not be deemed to waive the requirement of strict compliance for all future performance obligations. All changes in performance obligations under this Contract must be in writing.

3.40 NON-LIABILITY:

Maricopa County and its officers and employees shall not be liable for any act or omission by the Contractor or any subcontractor, employee, officer, agent, or representative of Contractor or subcontractors occurring in the performance of this Contract, nor shall they be liable for purchases or Contracts made by the Contractor in anticipation of funding hereunder.

3.41 SAFEGUARDING OF CLIENT INFORMATION:

The use or disclosure by any party of any information concerning an eligible individual served under this Contract is directly limited to the performance of this Contract.

3.42 NON-DISCRIMINATION:

The Contractor, in connection with any service or other activity under this Contract, shall not in any way discriminate against any patient on the grounds of race, color, religion, sex, national origin, age, or handicap. The Contractor shall include a clause to this effect in all Subcontracts inuring to the benefit of the Contractor or County.

3.43 EQUAL EMPLOYMENT OPPORTUNITY:

3.43.1 The Contractor will not discriminate against any employee or applicant for employment because of race, age, handicap, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, age, handicap, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall to the extent such provisions apply, comply with Title VI and VII of the Federal Civil Rights Act; the Federal Rehabilitation Act; the Age Discrimination in Employment Act; the Immigration Reform and Control Act of 1986 (IRCA) and Arizona Executive Order 99.-4 which mandates that

all persons shall have equal access to employment opportunities. The Contractor shall also comply with all applicable provisions of the Americans with Disabilities Act of 1990.

- 3.43.2 Operate under this agreement so that no person otherwise qualified is denied employment or other benefits on the grounds of race, color, sex, religion, national origin, ancestry, age physical or mental disability or sexual orientation except where a particular occupation or position reasonably requires consideration of these attributes as an essential qualification for the position.

3.44 RIGHT OF PARTIAL CANCELLATION:

If more than one service category (Work Statement) is funded by this Contract, Maricopa County reserves the right to terminate this Contract or any part thereof based upon the Contractor's failure to perform any part of this contract without impairing, invalidating or canceling the remaining service category (Work Statement) obligations.

3.45 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

3.46 INTEGRATION:

This Contract and the respondents' response represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

3.47 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

3.48 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

- 3.48.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- 3.48.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

- 3.48.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- 3.48.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

3.48.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

3.48.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

3.48.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

3.49 MEDIATION/ARBITRATION:

In the event that a dispute arises under the terms of this agreement, or where the dispute involves the parties to the agreement, a recipient of services under the terms of this agreement, it is understood that the parties to the dispute shall meet and confer in an effort to resolve the dispute. In the event that such efforts to resolve the dispute are not successful, the parties to the dispute will agree to submit the dispute to non-binding mediation before a mutually agreed upon and acceptable person who will act as the mediator. In the event that such non-binding mediation efforts are not able to resolve the dispute, the parties agree to submit the matter to binding arbitration wherein each party selects their own arbitrator and the two selected arbitrators meet and mutually agree upon the selection of a third arbitrator. Thereafter, the three arbitrators are to proceed with arbitration in a manner that is consistent with the provision of A.R.S. 12-1518.

3.50 CULTURAL COMPETENCY:

3.50.1 The Contractor shall meet any and all federal standards on cultural competency and develop and implement organizational policies that comply with federal standards. CLAS Standards are included in section 11 of the Ryan White Part A Program Policies Manual. *Also see Exhibit 4.*

3.50.2 The Contractor shall recognize linguistic subgroups and provide assistance in overcoming language barriers by the appropriate inclusion of American Sign Language and languages of clients accessing care. *Also see Exhibit 4.*

3.51 RW CAREWARE DATA BASE:

The MCDHCM requires the installation and utilization of HRSA-supplied Ryan White CAREWare software for reporting purposes, to include quality management program reporting requirements. The Contractor agrees to install, collect, and report all data requested by the MCDHCM via RW CAREWare within 60 days of request by the MCDHCM. The Contractor agrees to participate in technical assistance training and/or informational presentations for CAREWare at various times scheduled during the contract year.

CAREWare is used for client level data reporting and is used for monthly billing reports, demographic reports, and various custom reporting. Samples of these reports can be found in sections 4-6 of the Ryan White Part A Program Policies Manual. The CAREWare software is supported by the Part A office for training and end user support. The contractor is responsible for coordinating the installation of the CAREWare software with their internal information technology staff. CAREWare software is developed by HRSA and requires no licensing fees. The Contractor will be responsible for the cost of VPN cards for each user within their organization. The CAREWare software and central database are explained in sections 4-6 of the Ryan White Part A Program Policies Manual.

3.52 IMPROPRIETIES AND FRAUD:

3.52.1 The contractor shall notify MCDHCM in writing of any actual or suspected incidences of improprieties involving the expenditure of CARE Act funds or delivery of services. This will include when potential or current clients receive services, or attempt to receive services, for which they are ineligible. Notification is also required whenever acts of

indiscretion are committed by employees that may be unlawful or in violation of this contract. Notification to MCDHCM shall occur in writing within 24 hours of detection.

- 3.52.2 The Federal Department of HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Such reports are kept confidential and callers may decline to give their names if they choose to remain anonymous.

Office of Inspector General
TIPS HOTLINE
P. O. Box 23489
Washington, D. C. 20026
Telephone: 1-800-447-8477 (1-880-HHS-TIPS)

- 3.52.3 The Contractor shall be responsibility for any loss of funds due to mismanagement, misuse, and/or theft of such funds by agents, servants and/or employees of the Contractor.

3.53 ADHERENCE TO MCDPH POLICIES:

- 3.53.1 Contractor shall adhere to all MCDHCM Ryan White Part A Program Policies. Such policies are referenced in the ***MCDHCM Ryan White Part A Program Policies Manual***.
• *See link found on cover page.*

3.54 REFERRAL RELATIONSHIPS:

Contractors must have documented evidence to substantiate referral relationships on an ongoing basis consistent with HRSA guidance regarding “Maintaining Appropriate Referral Relationships” available from the MCDHCM upon request.

3.55 POLICY ON CONFIDENTIALITY:

- 3.55.1 The Contractor understands and agrees that this Contract is subject to all State and Federal laws protecting client confidentiality of medical, behavioral health and drug treatment information.
- 3.55.2 The Contractor shall establish and maintain written procedures and controls that comply with Arizona Administrative Code (A.A.C.) R9-1-311 through R9-1-315 regarding disclosure of confidential medical information and records. No medical information contained in Contractor’s records or obtained from County, or from others in carrying out its functions under this Contract shall be used or disclosed by Contractor, its agents, officers, employees or subcontractors except as is essential to the performance of duties under this Contract or otherwise permitted under applicable statutes and rules. Disclosure to County is deemed essential to the performance of duties under this Contract. Neither medical information nor names or other information regarding any person applying for, claiming, or receiving benefits or services contemplated in this Contract, or any employer of such person shall be made available for any political or commercial purpose. Information received from a Federal agency or from any person or provider acting under the Federal agency pursuant to Federal law shall be disclosed only as provided by Federal law.
- 3.55.3 In accordance with Section 318 (e)(5) of the Public Health Service Act [42 U.S.C. 247c(e)(5)], no information obtained in connection with the examination, care or services provided to any individual under any program which is being carried out with Federal monies shall, without such individual’s consent, be disclosed except as may be necessary to provide services to such individual or as may be required by laws of the State of Arizona or its political subdivisions. Information derived from any such program may be disclosed (a) in summary, statistical, or other form, or (b) for clinical research purposes, but only if the identity of the individuals diagnosed or provided care under such program

is not disclosed. The Contractor shall comply with the provisions of A.R.S. § 36-663 concerning HIV-related testing; restrictions; exceptions and A.R.S. § 36-664 concerning confidentiality; exceptions, in providing services under this Contract.

- 3.55.4 Confidential communicable disease related information may only be disclosed as permitted by law, and only consistent with the *MCDHCM Ryan White Part A Program Policies Manual*. See link found on cover page.

3.56 EQUIPMENT:

- 3.56.1 All equipment and products purchased with grant funds should be American-made.
- 3.56.2 The title to any and all equipment acquired through the expenditure of funds received from County shall remain that of the Department of Health and Human Services, Health Resources and Services Administration. County must specifically authorize the acquisition of any such equipment in advance. Upon termination of this Contract, County may determine the disposition of all such equipment.
- 3.56.3 The Contractor agrees to exercise reasonable control over all equipment purchased with capital outlay expense Contract funds. All equipment lost, stolen, rendered un-usable, or no longer required for program operation must be reported immediately to County for disposition instructions. The Contractor shall report the physical inventory of all equipment purchased with contract funds within sixty (60) days of receipt of such equipment.

3.57 LAWS, RULES AND REGULATIONS:

The Contractor understands and agrees that this Contract is subject to all State and Federal laws, rules and regulations that pertain hereto.

3.58 FORMAT AND CONTENT (WHAT TO PROVIDE-APPLICANT):

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposals are to be submitted in binders and have sections tabbed as below (Responses are limited to no more than 15 pages of narrative, single sided, 10 point font type)

- 3.58.1 Letter of Transmittal (Exhibit 2)
- 3.58.2 **Narrative – Provide a brief narrative (not to exceed 15 pages), fully describing your organization, and the personnel assigned to this service category and how you plan on meeting the needs of the plwh/a population.**

Provide a brief response to each of the sections listed below:

- **-Targeted population**
 - **-How Ryan White funds will be utilized to keep plwh/a in care.**
 - **-How your organization will work within the HIV/AIDS community to provide coordinated care to eligible clients**
 - **-Your agency's experience with infectious disease.**
 - **-Other funding used by your agency to care for plwh/a**
- 3.58.3 Completed Application Form (Attachment A), including any applicable proof of licensing, certifications, etc., as requested. In the event that any given section is not applicable to the service you/your company are offering a proposal response to, the section shall be noted as N/A (not applicable).

- 3.58.4 Pricing and Budget Form (Attachment B)
- 3.58.5 Work Plan (Attachment C), fully completed, without exception.
- 3.58.6 Agreement/Signature Page (Attachment D) inclusive of vendor/applicant portion completed and signed.

3.59 EVALUATION OF PROPOSAL – SELECTION FACTORS:

An Independent Review Panel (IRP) shall be appointed, at the direction of the MATERIALS MANAGEMENT DIRECTOR, and chaired by the Materials Management Department to evaluate each Proposal and prepare a scoring of each Proposal to the responses as solicited in the original request. At the County's option, proposing firms may be invited to make presentations to the IRP. Best and Final Offers and/or Negotiations may be conducted, as needed, with the highest rated Respondent(s). **Proposals will be evaluated on the following criteria which are listed in order of importance and determine the acceptability of each respondent's proposal. (PROPOSALS SHALL BE EVALUATED AS ACCEPTABLE OR NOT ACCEPTABLE BASED ON THE FOLLOWING CRITERIA).**

- 3.59.1 Agency's approach and philosophy and how it relates to the service delivery goals as outlined in the 2006-2009 Phoenix EMA Comprehensive Plan. The goals that apply to service delivery are:
- 3.59.2 Goal 1: Improve delivery of core services and other services to populations with the greatest needs.
- 3.59.3 Goal 2: Improve entry into care by streamlining the eligibility process.
- 3.59.4 Goal 3: Identify individuals who are aware of their HIV status and are not in care, and facilitate their entry into care.
- 3.59.5 Goal 4: Improve access to services through multiple approaches.
- 3.59.6 Goal 5: Provide a continuum of HIV/AIDS services that is culturally and linguistically appropriate.
- 3.59.7 Goal 7: Improve the integration and coordination among care services and between HIV care and prevention.
- 3.59.8 Agency's proven skills and technical competence, including all subcontractor agreements proposed.
- 3.59.9 Staff qualifications and credentials
- 3.59.10 Proposed budget inclusive of unit of service cost(s).

3.60 RESPONDENT REVIEW OF DOCUMENTS.

The Respondent shall review its Proposal/Response submission to assure the following requirements are met.

- 3.60.1 **Mandatory:** One (1) original hardcopy (labeled), three (3) hardcopy copies of their proposal/response, inclusive of all required submissions, and one (1) electronic copy of all required submittal documents, on a CD (**no pdf files**)
- 3.60.2 **Mandatory:** Attachment "A", Application
- 3.60.3 **Mandatory:** Attachment "B", Pricing and Budget Agreement; and
- 3.60.4 **Mandatory:** Attachment "C", Work Plan
- 3.60.5 **Mandatory:** Attachment "D", Signature/Agreement Page
- 3.60.6 **Mandatory:** Narrative as defined in Section 4.58.2 above
- 3.60.7 **Mandatory:** Letter of Transmittal (Exhibit 2)

3.61 VENDOR REGISTRATION:

All applicants/respondents shall be registered as a vendor with Maricopa County. No contract awards can be made to a applicant/respondent who has not successfully completed vendor registration. See Exhibit 1 Vendor Registration Procedures.

NARRATIVE

Phoenix Shanti Group's Proposed Provision of Ryan White Case Management

1) Agency Description

The Phoenix Shanti Group (PSG), an Arizona non-profit 501(c)(3) corporation, was incorporated in 1987 to provide direct client services to HIV infected individuals and their loved ones. Shanti is a Sanskrit word meaning "inner peace" which reflects PSG's approach to promoting personal empowerment and maintaining independence and dignity.

PSG's professional services and programs focus on the emotional, physical and practical needs of HIV infected individuals. Our clients are also provided with supportive services and employment and training services to assist them with their own empowerment. Programs are designed to instill hope and enhance the quality of life for HIV impacted individuals. We strive to ensure that all clients are accessing life-sustaining medical treatment and pharmaceuticals and to reduce/eliminate client barriers to routine HIV medical management.

Target Population: Historically, PSG has focused on the "hard to serve" substance abusers who have had extensive relapse history; specifically those who are homeless; those repeat abusers who have been released from the Department of Corrections; those who have been displaced from reservations and other cultural family systems; and those with a history of domestic violence. PSG is, however, inclusive of all adult subpopulations without regard to gender, ethnicity, sexual orientation, etc.

Keeping plwa/h in care: See Sections 6 below

Coordination of care within the HIV Community: See Section 5 below

Experience with infectious disease: Phoenix Shanti Group has been in the forefront of practicing and teaching universal infection control precautions for 20 years.

We attempt to provide a "one-stop shopping" opportunity that addresses the varied individual needs of our community-based client population, offering the array of critical non-medical services that will restore them to healthier, productive, medically-compliant lives. Our program services specifically include: a 20-bed homeless transitional housing program, 10 bed permanent supportive housing, outpatient substance abuse treatment, counseling/mental health with psychiatric medication and monitoring, HIV case management, vocational re-entry training, and consumer HIV education/early intervention.

Other Funding utilized for plwh/a: Our service continuum of care is discussed more fully below to illustrate the extent to which Phoenix Shanti Group provides and facilitates multiple points of entry for HIV infected consumers into the Ryan White system of care and **utilizes multiple funding sources**. Our new consumers include those who are newly diagnosed and not yet/newly in medical care, as well as those whose medical care has lapsed due to their specific challenges such as homelessness, drug addiction, and psychiatric disability.

Phoenix Shanti participates on both the Maricopa Association of Government's (MAG's) Continuum of Care Regional Committee on Homelessness and the City of Phoenix HOPWA (Housing Opportunities for People with AIDS) Housing Committee. Our two housing programs are:

20-bed Homeless HIV+ Transitional Housing Program provides transitional shelter to individuals and families living with HIV/AIDS. This program has been in effect since 1989. Persons accepted into the program will work with housing staff to develop and implement a plan for permanent housing and independence. They are also required to participate in supportive services that address their identified contributors to their homelessness. This program continues to be funded by the City of Phoenix HOPWA, City of Tempe, City of Scottsdale, and Valley of the Sun United Way.

10-Bed Supportive Permanent Housing Program provides affordable housing for disabled HIV+ individuals/families that are dually diagnosed. Tenants are provided with case management and other services as needed. This program continues to be funded by HUD McKinney-Vento and City of Scottsdale.

Our housing client referrals come from homeless shelters, HIV housing providers and case managers, hospitals and skilled nursing facilities, probation and parole officers, Community Information and Referral, residential substance abuse treatment centers, and self-referral. Because a felony background is not an obstacle to our housing placement, we are able to house previously incarcerated prison re-entry clients and work closely with the Ryan White Pinal County Case Management Reentry program in doing so.

Case Management Services provides assistance to HIV infected individual in assessing their situation and in accessing appropriate services including comprehensive primary medical and dental care, home health and attendant care, entitlement advocacy, legal assistance, substance abuse treatment, support groups and mental health counseling, early intervention programs, clinical trials, nutritional counseling and food service. Ryan White Title I has funded this service for well over five years. Client referrals routinely come from our internal Housing, Behavioral Health and Vocational Rehabilitation Departments. Additionally, referrals come from various doctors, clinics, hospitals, nursing homes, probation departments, and other ASO's.

Phoenix Shanti has also been an Arizona Licensed Outpatient Behavioral Health facility for over a decade and a Community Provider partner with the local Regional Behavioral Health Authority. As such, we are funded by Magellan of Arizona to provide a continuum of Substance Abuse Treatment and Mental Health services to Medicaid-enrolled and other clients. We are identified as one of their HIV specialty providers and routinely receive referrals through their Maricopa County-wide Service Access System of HIV+ adults needing behavioral health treatment. HIV-Specialty and other Physicians also directly refer their AHCCCS-enrolled (Medicaid) clients directly to us or through Magellan. Ryan White Title I has also funded our Substance Abuse Treatment and Mental Health Services for many years to clients who meet eligibility requirements. Our specific Behavioral Health Programs include:

Chemical Dependency Out-Patient Treatment Program is an ongoing intensive program for persons infected and affected with HIV seeking knowledge, education and recovery from alcohol and/or drug addiction. . This program has a component with includes Psychiatric assessment and psychiatric medication prescribing and monitoring. This program has been operating since 1990 and has been at full capacity for the past two years.

Mental Health Program provides individual, couples, family (inclusive of extended and non-traditional families) counseling. This program assists people in successfully dealing with the social, emotional, behavioral, mental and medical concerns imposed by HIV/AIDS, in addition to providing therapeutic resolution to common emotional disorders such as depression or anxiety. This program has a component with includes Psychiatric assessment and psychiatric medication prescribing and monitoring.

Phoenix Shanti also operates a Vocational Re-entry Training that provides our Housing residents and counseling consumers with a supportive work-skills enhancement opportunity in a real-life retail store operation for 3-5 months. This curriculum-based training develops both soft and hard job skills preparatory to successful entry into gainful employment and self-sufficiency. This program is funded by ValueOptions, HUD, and community donations. (Ryan White does not pay for Vocational Rehabilitation.)

Phoenix Shanti, under contract with TERROS Behavioral Health Services, also provides HIV Education/Early Intervention Services to clients of numerous drug/alcohol treatment facilities, domestic violence shelters, and psychiatric rehabilitation programs for many years. Client referrals to HIV Case Management and our other services, particularly of newly diagnosed persons, routinely arise from these education sessions and client interventions.

As is evident from the above, HIV+ consumers enter Phoenix Shanti's various programs, and consequently the Ryan White System of Care, from a multitude of community referral sources in which Phoenix Shanti participates and contracts. Additionally, Phoenix Shanti Group advertises its services routinely in community papers and through the Phoenix Community and Information Referral Service and Guide.

Regarding early contract termination, default or sanctions, current management knows of no such occurrences in the past decade. In fact, PSG has consistently rated above standard in contract compliance audits.

2) Phoenix Shanti Group's Project Personnel

Case Manager - Responsible for direct client intensive case management program delivery

The Case Management activities are spread across one full-time Case Manager and 0.1 FTE other professional staff for all objectives. This ensures that sufficient year-round coverage is provided to consumers for staff illness/vacation/or emergency walk-ins.

The fulltime Case Manager is an Arizona State Licensed Substance Abuse Counselor.

Triage/Receptionist - Responsible for phone assessment and intervention.

Chief Operational Officer - Responsible for supervision and direct services as needed.

Chief Financial Officer - Responsible for financial reports, financial contractual agreements, audits, and insurance.

Executive Director/CEO - Responsible for final oversight of program.

The need for recruiting staff from outside of the agency is not planned, since experienced, trained staff members already exist.

Phoenix Shanti Group's most valuable resource is its highly qualified, well trained, and dedicated staff. Some who will contribute to this service proposal's success include:

Keith Thompson Chief Executive Officer MDiv, LISAC-0051

Expires 4/30/2007

Keith Thompson joined Phoenix Shanti Group as its Executive Director/CEO in January of 2002. Keith is a founding and current member of both the Phoenix Ryan White Title I Council and the HIV Prevention Planning Group of Arizona. A State Licensed Substance Abuse Counselor, Keith also has years of experience in behavioral health service delivery and administration as well as HIV prevention. He has been HIV+ since 1985.

Randy Gearhart Chief Operational Officer MSSA, LCSW #10536

Expires 9/30/2007

Ray McCrimmon Case Manager

GED, LISAC-0248

Expires 3/31/2008

PSG consistently maintains staff development and training through workshops and seminars available throughout the year.

PSG has an established plan for providing initial orientation and ongoing training for staff that is necessary to maintain current skills and to obtain new skills which relate to the goals and objectives of the agency program plan for services offered. Cultural competency training is required.

The agency requires a minimum of 48 hours of orientation, continuing education and in-service training for newly hired staff during the first year and a minimum of 24 hours for subsequent years. A minimum of 3 hours of Cultural Competency training is also required every two years.

Additionally, multidisciplinary team staffing is provided weekly for two hours to facilitate training and continuum of care issues.

3) Plan for providing culturally and linguistically appropriate services.

PSG's services have primarily focused on the indigent, homeless and disenfranchised HIV infected individuals and their loved ones. Communities of Color face an added risk of falling below a subsistence level of income in a social-political environment, replete with poverty-wage jobs, employment discrimination, housing discrimination, expensive medical treatments, inadequate public assistance and neglect of basic health services. Phoenix Shanti Group has consistently served an ethnically/racially diverse HIV consumer population proportional to the larger HIV demographics of our Central Arizona region.

Since 2002, Phoenix Shanti Group has been systematically addressing the 14 National Standards for Culturally-Linguistically Appropriate Services in the areas of Consumer Access and Treatment, Agency Self-Assessment and Strategic Planning, Hiring and Advancement, and Community Reflectiveness. Some of the highlights relative to the Revised CLAS Standards for Ryan White Use include:

Standard 1 We have improved our initial assessment tools these past two years to better identify cultural preferences and integrate them into our individualized service delivery.

Standard 2 We have integrated diversity into our hiring and promotion policies and procedures. PSG presently has a staff whose diversity is as follows: 24% Hispanic, 6% African-American, 70% Caucasian, and 50% GLBT. PSG has three full time staff members who are fluently bi-lingual. The CEO is himself HIV+. The PSG Board of Directors is 14% African American, 14% Hispanic, 43% GLBT, and 14% HIV+.

Standard 3 Ongoing PSG staff development in cultural competence includes internally conducted trainings as part of the Annual Training Plan and participation in local, regional, or national workshops for which Cultural Enrichment is a component element or the sole topic. All of our licensed staff must complete 3 hours of Cultural Competency training bi-annually for license renewal. PSG's CEO has been an active member of the Diversity Committee of the AZ Council of Human Service Providers, co-chairing the Cultural Practices Sub-Committee.

Standard 4 Spanish language assistance is provided by two onsite bi-lingual PSG staff, AZ relay service for the hearing impaired, and other languages by AT&T telephonic interpretation as needed.

Standard 5 The right to language assistance services is provided in writing in both English and Spanish.

Standard 6 PSG uses professional interpreters for service delivery translation, including ALS.

Standard 7 Most of our forms, posted materials, and promotional materials are in Spanish and English.

Standard 8 Cultural Competence has been a key element of our agency Annual Strategic Plan for these past three years and we will be developing a specific CC plan in 2007.

Standard 9 We underwent an initial self-assessment in 2003 and will be undergoing a more thorough self-assessment, as a Licensed Provider in the ADHS system, using the AZ-DBHS Standardized Cultural Competency Self-Assessment Tool and Protocol in 2007.

Standard 10 We currently collect and report culturally relevant demographic data.

Standard 11 Review of our region's HIV epidemiological profile has been a process element of our annual Board/Staff strategic planning process for the past two years.

Standard 12 We fully participate in the Ryan White Title I Council and ValueOptions of Arizona committees comprised of diverse providers/consumers and benefit from the formal and informal input on service/program improvement.

Standard 13 We fully comply with the Ryan White and ValueOptions customer grievance processes which are multi-lingual and culturally responsive.

Standard 14 We have yet to promote our culturally responsive accomplishments in public forums beyond the community forums of which we are a part: Ryan White Title I Council, AZ Council of Human Service Providers, Valley of the Sun United Way Provider Agency, and ValueOptions of Arizona Provider Partner.

Currently, services are provided solely in English. Referrals are facilitated to other providers for other languages or translation is provided by PSG, including ASL.

4) Quality Management Program Describe the measures to be taken to assess the program quality assurance. Identify the strategy to be adopted to solicit consumer feedback and to monitor the progress and success of program activities and services. Describe the milestones and methodology for evaluating progress.

PSG has developed and filed an approved QM/QA plan with the Maricopa County Department of Public Health Division of HIV/HCV Services.

The QM plan measures and reports to the Maricopa County Department of Public Health Division of HIV/HCV Services the data collected regarding meeting the standards of care adopted by the Ryan White Title I Planning Council. The statistical data is reported on a bi-annual basis during the contract year.

PSG will monitor quality assurance and consumer satisfaction through written and verbal feedback. PSG has developed a QM/QA advisory committee which consists of a minimum of: 2 PSG staff, 3 community professionals, and 1 client. This committee meets twice per year to review QM/QA results reported, accomplishments, and discussion of adjustments needed.

PSG will continue to actively participate in the Ryan White Customer Satisfaction Surveys held annually for our agency in August. Intake staff will review PSG's grievance plan with each client upon admission.

5) How Phoenix Shanti Group will work within the HIV/AIDS community to provide coordinated care to eligible clients. Identify how long these relationships have been in effect.

PSG has participated in the comprehensive network of HIV care for nearly two decades. Clients are routinely referred to McDowell Clinic and private physicians for medical needs, Agape and Joshua Tree for food and social needs, Care Directions for case management cross-referral and housing referrals, and Ebony House, Chicanos Por La Causa, and Body Positive for culturally specific support and treatment services. As was discussed in Section A above, PSG also contracts with the State Regional Health Behavior Authority (RBHA), currently ValueOptions, as one of its HIV service providers and we commonly refer clients directly to other VO providers such as Community Bridges for intensive detoxification and NOVA/Maverick House or Ebony House for intensive 28-day residential substance abuse treatment.

See attached letters of linkage and/or collaborative agreements with other service providers.

6) Medical Case Management Program design. Discuss the proposed program's goals and objectives. Specifically address the proposed program's role in keeping plwh/a in care.

Phoenix Shanti Group proposes to continue providing intensive case management that targets substance abusers who are HIV infected. PSG targets all uninsured and underinsured HIV positive substance abusing individuals. Historically, PSG has assisted the "hard to serve" substance abusers who have had extensive relapse history; specifically those who are homeless; those repeat abusers who have been released from the Department of Corrections; those who have been displaced from reservations and other cultural family systems; and those with a history of domestic violence. PSG is inclusive of all subpopulations without regard to age, gender, ethnicity, sexual orientation, etc.

The special focus of the program is to meet the challenging needs of this unique client population. The predictable crisis of recovery from addiction and the unpredictable crisis arising from HIV progression will be addressed simultaneously.

Intensive case management plays a key role in the continuum of care needs for each individual, by working with the client to identify, plan, obtain, provide, record and monitor other appropriate services and/or benefits. This specialized case management service is especially crucial for the homeless, HIV infected substance abuser because of the level of need for this hard to reach, hard to serve and frequently transient population.

PSG provides timely, competent care for this dually diagnosed population. Intensive Case Management is complemented, as needed, by PSG's wrap around services such as housing and substance abuse treatment.

PSG directly addresses areas of concentration prioritized by the community in this program design because intensive case management services are directly linked with housing (Basic Needs) and substance abuse treatment (IDUs) with outreach provided. In addition, PSG's case management program facilitates client linkages with HIV medical providers, pharmaceutical drug assistance, and home care as well as other community resources.

A) Goals

Phoenix Shanti Group's Case Management Program goals are to:

- Facilitate access for 80-90 clients annually to primary medical care through a process of linkage to medical service and reduce barriers to care; and

- Facilitate access to those same clients to community services as a process of enabling linkage to medical care and other needed services.

Objective 1 To provide a comprehensive assessment of individual client needs for HIV related medical care, benefit entitlements, substance abuse treatment, housing services, etc. and develop an individualized case management plan.

All clients will be screened by phone or face-to-face walk-in initially to determine the need for case management services and/or linkages into primary medical care or community services. Upon establishing need for services, client's assessment provides the foundation for service planning and delivery. The Case Manager will meet with client(s) within 10 days of initial contact and complete an intake case management Assessment.

The client assessment will review at a minimum the following areas of potential need:

- ✓ medical;
- ✓ treatment adherence;
- ✓ dental;
- ✓ nutritional;
- ✓ mental health;
- ✓ substance abuse;
- ✓ financial;
- ✓ educational;
- ✓ social support;
- ✓ legal needs;
- ✓ transportation;
- ✓ housing;
- ✓ risk reduction;
- ✓ cultural factors;
- ✓ life skills; and
- ✓ functional capabilities.

The Case Manager will record completion of the initial intake assessment as assessment encounters. Client chart will contain documentation of assessment within 10 working days of initial case management contact.

The client assessment will result in a Case Management Care Plan that reflects the short-term and long-term goals and all service referrals. All clients must actively participate in the development of a care plan based on the findings of their initial assessment. Care plan will include client signature

Supervisor reviews initial care plan within 30 days to ensure all required record components are present and planned services are appropriate. Case Management care plan will be documented in the client chart within 10 days following comprehensive client assessment.

Provide 237 units of individual intake and assessment.*

Objective 2 Provide intensive case management to address those needs identified in the assessment, through the implementation, monitoring and modifying of the service plan; inclusive of linkage with other service providers to obtain those components of care not offered directly.

Based on the client assessment, the case manager will identify applicable resources, inform client of those resources, provide appropriate referrals and/or encourage client to make the initial contact. The Case Manager will provide a range of directive, assistive, and hands-on case management, per the client's assessed Individual Care Plan, that includes care coordination, client advocacy, benefits counseling, direct client assistance in meeting basic needs, and medical or support service monitoring in a culturally competent manner.

Case management may be provided in person, by phone, or in service to the client. All such activities will be documented in the client chart, as will all contacts, activities and interventions to determine the efficacy of the care plan. Monthly contact or attempts to locate client will also be documented.

All clients will be reassessed at six month intervals for changes in service needs and care plan updates. This reassessment will reflect client progress in obtaining services needed and changes in client status.

Upon completion of care plan, death, client choice, or ineligibility, client's chart will be moved to inactive/closed status. The client chart will include documentation of a closure note within ten working days of case closure/inactive status.

Provide 3,652 units of case management services.

B) Identify the expected outcomes, to be articulated in detailed, measurable, quantifiable, time-specific terms.

Outcome Objectives

To provide intensive case management services to approximately 80-90 clients by increasing access to primary medical care and the support services necessary to reduce barriers to care.

1. 90% of clients will have documentation of access to primary medical care within 3 months of initial assessment
2. Treatment adherence will be discussed and documented in 80% of clients' charts
3. 100% of case management charts will contain a care plan

C) Describe the implementation plan, detailing those activities to be undertaken to fulfill the program's goals and objectives.

PSG presently operates this intensive case management program under Title I Ryan White C.A.R.E. Act funding. Continued funding will allow for uninterrupted service delivery.

PSG is currently licensed by Arizona Department of Behavioral Health Services and is providing an intensive outpatient substance abuse treatment program with comprehensive case management. In addition, PSG offers housing for the homeless HIV positive individual and their families.

D) Describe any program features which are distinctive, innovative, or noteworthy.

PSG is the only agency that provides intensive case management services and outpatient substance abuse treatment while simultaneously providing housing for the HIV positive population. PSG's shelter program provides a supervised, safe and sanitary living environment that encourages clients to bond and form a community in which they are able to share their challenges with substance abuse and the issues associated with HIV infection.

The administrative/services office of PSG and all of our housing sites are readily accessible to mass transit. To further facilitate client travel, PSG has a ten seat van, equipped with a wheel chair lift, for transportation of clients under special circumstances. PSG also works closely with transportation providers cab assistance as appropriate.

Additionally, PSG's comprehensive case management has the flexibility for intensive individualized services. PSG focuses on the "hard to serve" whose basic needs, such as food and shelter, are frequently unmet. These clients are often deemed "resistant" and need the on-going access to case management and staff encouragement and intervention.

PSG is unique in addressing the critical issues for clients that signal an elevated risk of emotional crisis and possible relapse. These critical issues include: social isolation, diminished self-esteem, lack of follow-through, heightened intensity of emotions, loss of control, loss of income, and physical limitations due to HIV infection as it escalates, and/or debilitating side affects from medical treatments.

PSG addresses these issues through the language of hope which affirms life; the language of respect which affirms personhood; and by recognizing and communicating that these individuals are not victims, tragedies nor casualties. Through this program model PSG believes that learning the skills for individual motivation, purposefulness, self-efficacy and dignity through case management, counseling and education, our clients can empower themselves to build a bridge to independent living.

**ATTACHMENT A
APPLICATION**

Organization: Phoenix Shanti Group
 Address: 2345 W. Glendale Avenue
 City: Phoenix State: AZ Zip: 85021
 Telephone: 602-279-0008
 Executive Director/CEO: Keith Thompson
 Person completing this form: Keith Thompson Contact Telephone: 602-279-0008

Legal Status: ☒ Non profit 501-C3 ☐ Corporation ☐ LLC ☐ Partnership ☐ Other: _____

Years in Business: 20

Maricopa County Vendor Registration Complete: ☒ Yes ☐ No Vendor Number: W000007289

Number of paid staff (fte) in your entire organization: 18

Number of volunteer staff in your entire organization: 3

Do you meet the insurance requirements as described in Section 4.10 of this proposal: ☒ Yes ☐ No
 If no, will you be able to meet the requirements upon contract approval: ☐ Yes ☐ No

Audit Requirements as described in Section 4.22:

In compliance with OMB Circular A-102	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
In compliance with OMB Circular A-110	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
In compliance with OMB Circular A-122	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
In compliance with OMB Circular A-87	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
In compliance with OMB Circular A-21	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
In compliance with OMB Circular A-133	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

If N/A on any please explain: We are a Non-Profit, not governmental or a university.

In compliance with the records retention policies as described in Section 4.31? ☒ Yes ☐ No
 If no, describe how you will meet this contract requirement:

Do you have a written Equal Opportunity Employment Policy Section 4.43? ☒ Yes ☐ No
 If no, describe how you will meet this contract requirement:

In compliance with cultural competency as described in Section 4.50 ? ☒ Yes ☐ No
 If no, describe how you will meet this contract requirement:

Understand the requirements for using the CAREWare central database system as described in Section 4.51 ☒ Yes ☐ No
 If no, describe how you will meet this contract requirement:

In compliance with confidentiality policies as described in Section 4.55? ☒ Yes ☐ No
 If no, describe how you will meet this contract requirement:

Do you receive grant funds for your programs: ☒ Yes ☐ No
 If yes, please list who you receive the grants from and how long:
 Grant Fund 1: State Medicaid Since: 1995
 Grant Fund 2: HOPWA/HUD Since: 1996
 Grant Fund 3: United Way Since: 1999

Do you have a financial system in place that will allow you to separate income and expenditures related to each grant and general funds: ☒ Yes ☐ No

If yes, Describe system: All Staff and Support Expenses are charged to the programs for which they work

If no, describe how you would be able to implement a system:

Do you have a financial system in place that will allow you to perform third party billing to ensure that funds used under this contract are the payer of last resort? ☒ Yes ☐ No

If no, describe how you would be able to implement a system for this:

ATTACHMENT B

Pricing & Budget Form

Maricopa County Department of Public Health, as Administrative Agent for the Federal Ryan White C.A.R.E. Act - Title I grant, has created and revised the format for budget submissions for all Providers providing services under the Title I C.A.R.E. Act grant. The attached set of instructions will help you in completion of the Maricopa County Department of Public Health Ryan White Title I budget forms.

The forms can be completed electronically and sent to:_____ or manually and mailed to_____

- Purpose** In an ongoing effort to continuously improve the quality of service under the Ryan White Title I grant, these forms will enable providers to efficiently create annualized management budgets that accurately record the budgeted costs of services to the community.
- These forms create a standard format to accurately provide reporting information required under the administration of Title I funds. Every effort has been taken to ensure that the forms are easily completed and accurately reported.
- Objective** To standardize the budget system utilized by providers of Ryan White Title I funds that will:
- a. Accurately track and report Administrative Costs and Direct Service Costs separately.
 - b. Minimize risk of exceeding the Administrative Cost Cap (10% of the aggregate award available for service).
 - c. Minimize the real or perceived risk of arbitrary budget approval.

INSTRUCTIONS -

FORM NAME

FORM NUMBER

**Cover
Page**

B05-CV-1

Use this page to enter the summary information for your organization and Ryan White Title I grant award.
* A separate budget packet, including Cover Page, is required for each Ryan White Title I grant award that you have been awarded.

The Cover Page consists of the following:

Name	Enter the official name of your organization
FEIN	Enter your federal employee identification number
Address	Enter the address of your organization
Authorized	the name of the person to be contacted and allowed to make decisions

Contact
 Telephone the telephone number of the Authorized Person
 the name of the person(s) to be contacted primarily (if different from
 Primary Contact above)
 Primary
 Telephone the telephone number of the Primary Contact
 Email Email of the Primary Contact
 Fax fax number that you can receive faxsimile messages/correspondence
 Service
 Category the service category of the submitted budget packet (see Service Category in your Contract)
 Grant Year the beginning and ending grant year of your budget submission

**Budget
Summary**

B05-SU-1

This form summarizes all of the line items in the submitted budget packet for the award listed in the Cover Page.

Section I

Summarizes the organizational information provided in the Cover Page.
 The information will automatically populate when the Cover Page is complete

Section II

This section summarizes the budget information calculated in the submitted budget packet for this grant.
 This form is required for all Ryan White Title I awards issued by Maricopa County Department of Public Health.
 This form reports the summary line item amounts allocated as Administrative Costs, Direct Service Cost,
 and
 total budget for the budget packet for this service award.

Administrative costs relate to oversight and management of CARE Act funds and include such items as
 contracting, accounting, and data
 reporting.

- 1 Administrative Costs, defined in Section 2604(f)(3) defines allowable "subcontractor administrative activities to include:
 - a. Usual and recognized overhead, including establishing indirect rates for agencies;
 Management and oversight of specific programs funded under this title;
 - b. and
 - c. Other types of program support such as quality assurance, quality control, and related activities."
 Examples include: salaries and expenses of executive officers, personnel administration, accounting, the costs of
 operating and maintaining facilities, and depreciation or use allowances on building and
 equipment.

The Administrative Costs Column, including indirect cost, cannot exceed 10% of the total award

**** Indirect Cost - Providers claiming and indirect cost must submit their most current negotiated indirect**

cost rate issued federally

- 2 Direct Services allocations are for service that directly benefits Ryan White HIV clients such as staff, medicine and drugs, clinical supplies, etc..

The final determination for cost allocations between Administrative Costs and Direct Service Costs resides with Maricopa County Department of Public Health

If completing this form electronically, the information will automatically populate as the budget packet is completed:

* Enter the indirect rate used by your organization in cell [C134], if applicable - see "indirect cost".

Grant Balance - This cell calculates the amount of the grant less the projected costs. This number must equal 0.

Personnel

B05-PE-1

Use this form to list ALL persons being paid a salary from the Ryan White Title I grant in this budget packet.

This form calculates the applied annual salary and applied annual benefits per individual FTE.

The Provider must determine if the position(s) listed are Administrative, Direct Service, or Both

* for Both, the Provider must indicate how much of the time spent on Ryan White Title I activities are considered administrative.

For example - a Case Management Supervisor may continue with a case load of their own, in this

case, it must be determined how much of their time should be allocated to Administrative duties and Direct Service support.

The Cells referenced in the form (#) requiring entry are:

(A) Full Time Hours. This is used to determine the annual hours for full time staff.
(Typically 2,080)

(B) Benefits
Enter a brief name of all benefits included for staff and the percentage of gross salary associated with that benefit.
(I.e., Social Security - (FICA) 6.75%)

(C) and (C-a) Enter the position title and staff members last name.

(D) Enter the FTE, or fraction of full time, that this person will work on this Title I grant
(I.e., A person who spends 1/2 of full time hours on this grant would be .5 FTE)

(E) Enter the position's hourly rate

(H) Determine whether a persons primary responsibilities on this grant will be for Direct Service

activities or Administrative Activities by entering A or D.

* For a staff member who has both responsibilities, enter A

- (I) Enter how much of the persons time is spent on Administrative duties.
(I.e., a staff member can spend 90% of their time doing administrative duties and 10% performing Direct Services.)

The Cells referenced in the form (#) that are calculated are:

F,G,J,K,L,M,N,O,P,Q

These calculations are explained in under each of the Cell references. If submitting this form manually, follow the directions listed in the formula bar.

Travel B05-TV-1

Use this form to budget any travel expenses associated with the services of the Ryan White Title I Grant.

This form consists of two (2) sections - Mileage and Other Travel

Mileage This section establishes a budget amount, both Administrative and Direct Service, for mileage reimbursement in conjunction with providing services to the grant.
The Provider is to determine the per mile rate that they reimburse staff for (Cell [E12])
Maricopa County Department of Public Health has adapted a standard formula to apply all mileage reimbursements budgets.

The mileage budget form requires the following entries:

- (A) Enter the number of FTE both Administrative and Direct Service in the corresponding row.
The information will automatically populate as the Personnel form is completed.
- (B) Enter the annual miles that are annually budgeted for one (1) FTE staff person.
***Do not use partial FTEs, only the annual miles for 1 FTE.**
- (C) [Cell E16] Enter the current rate used by your organization to reimburse mileage requests
- (G) Provide a detailed justification of the travel budget requested, both Administrative Cost and Direct Services.

Cell References: (D), (E), and (F) are calculated automatically.

Other Allowable Travel

In some cases, other travel may be allowed under the Ryan White Title I Grant.

Each item listed in this section must have a detailed and accurate budget justification attached.

At this time, Maricopa County Department of Public Health has determined that costs included in this section are Administrative Costs

- (A) Enter the dates that the other travel is expected.
- (B) and (C) Enter the estimated cost and description of the expense
*this can include car rental, parking fees, etc.
- (G) Provide a detailed description of the justification, in relation to Ryan White Title I services as awarded in this grant.

Columns (D), (E), and (F) are calculated automatically.

Supplies B05-SP-1

Use this form to create the supplies budget for the Ryan White Title I grant for this budget packet.
Supplies can include general office supplies, (pens, paper, etc.) and program and medical supplies.

Section I General Office Supplies

Maricopa County Department of Public Health has initiated a standard allocation model for general office supplies:
(Administrative Allocation = Total Budget x Percent of administrative FTE to total FTE)

When completing the general office supplies chart manually, use the information calculated in (N), (O), (P), and (Q) of the Personnel Worksheet (Form B05-PE-1)

Section II Program Supplies

This chart can be used to identify and budget for program specific and/or medical supplies used in providing services.
Program Supplies have been determined to be Direct Service Costs, however final determination resides with Maricopa County Department of Public Health.

Equipment B05-EQ-1

Use this form to budget for equipment needed to support services under this Title I grant.

Indicate the item budgeted, the total budgeted amount, and a detailed justification of the equipment to be purchased.

Contractual B05-CT-1

Use this form to budget for consulting, contract labor, and/or subcontracts in conjunction with operating this Title I grant.

For each section, indicate the name, licenses/qualifications, hours budgeted, quoted rate, dates of service, and a detailed justification for why these services are necessary to provide services.

Other Program Support B05-SP-1

Use this form to budget for other support necessary to provide services under this grant. This form applies the FTE ratio for the expenditures including: telephone, postage, copying, and utilities.

**Other Professional
Services B05-PF-1**

Use this form to budget for other professional services; audit/accounting, insurance, rent/space, or other professional services.

For each section, indicated the provider of service(s), the rate, a detailed description of the services provided, and the method of calculating the budget for this Title I grant.

This section allows providers to indicate the percentage requested as administrative and direct service. Final determination reside with Maricopa County Department of Public Health County Department of Public Health.

NAME OF ORGANIZATION: Phoenix Shanti Group

Fed. Employee ID #
(FEIN) 86-0592079

ADDRESS: 2345 West Glendale Ave.
Phoenix, AZ 85021

AUTHORIZED
CONTACT Keith Thompson

TELEPHONE 602-279-0008 FAX 602-279-2004

E-MAIL keitht@shantiaz.org

PRIMARY CONTACT
Donald Floth

TELEPHONE 206-279-0008 FAX 602.279-2004

EMAIL donaldf@shantiaz.org

SERVICE CATEGORY Case Management

GRANT PERIOD: 03/01/2008 02/28/2009
Start Date End Date

AMOUNT \$ 70,000.00

(Section I)

Organization

Service Category

Grant Period

Phoenix Shanti Group			Contract Number	
Case Management				
March-08	Through	February-09		

(Enter Contract #)

Narrative of Grant:

(Enter the Planning Council Definition of this service.)

(Section II)

Budget Requested: \$ 70,000.00

Operating Expenses			Administrative Budget	Direct Service Budget	Total Budget
Personnel:	Salaries	1.451 FTE	\$5,724.14	\$47,652.80	\$53,376.94
Personnel:	Fringe/Benefits		1,431.03	11,913.20	13,344.23

Subtotal: Personnel

7,155.17	59,566.00	66,721.17
----------	-----------	-----------

Other Direct Costs

Travel		-	184.13	184.13
Supplies		39.08	1,669.62	1,708.70
Equipment		-		
Contractual		-	-	-
Program Support		49.46	1,336.54	1,386.00

Other Professional Services		-	-	-
-----------------------------	--	---	---	---

Subtotal: Other Direct Costs		88.54	3,190.29	3,278.83
------------------------------	--	-------	----------	----------

Total Operating Expenses		7,243.71	62,756.29	70,000.00
--------------------------	--	----------	-----------	-----------

(Personnel and Other Direct Costs)

Indirect Costs		-		-
----------------	--	---	--	---

Indirect Rate		0%		
---------------	--	----	--	--

(Providers claiming an indirect cost must submit their most current negotiated

indirect cost rate issued by the cognizant federal agency.)

Total Costs of Grant	(Percent of Total)	7,243.71	62,756.29	\$70,000.00
----------------------	--------------------	----------	-----------	-------------

(Total Operating Expenses plus Indirect Costs)

10%	0%
-----	----

GRANT BALANCE

(Grant Revenue less Total Costs of Grant)

\$(0.00)

The Grant balance must equal zero

Finance Approval _____ Date: _____


Exec. Director Approval _____ Date: _____

Administrative Agent _____ Date: _____

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The following tabs are to be used to update the Budget Cover Sheet.

All backup is required with each grant.

 These cells indicate provider required entry.

Personnel All staff paid in full or part from this Ryan White Title I grant are to be listed in the following chart.

Staffing	Provider Entry	Auto Calculation

(C)	(C - a)	(D)	(E)	(F) = (A)*(E)*(D)	(G) = (F)*(B)	(H)	(I)	(J) = (F)*(I)	(K) = (G) * (I)	(L) = (F) - (J)	(M) = (G) - (k)
Staffing Phoenix Shanti Group Case Management											
Position Title	Last Name	FTE	Rate	Gross Applied to grant per FTE	Benefits Applied to grant per FTE	Job Status	Percent applied as Administrative	Gross Admin Salary	Gross Admin Benefits	Direct Service Salary	Direct Service Benefits
Case Manager	McCrimmon	1	17	35,360.00	8,840.00	D	0%	-	-	35,360.00	8,840.00
Conducts an initial needs assessment with each new client, develops a mutually agreeable individual case management plan, and assists the client in meeting the identified needs, including medical care, social and financial benefits, and basic needs such as housing and food.											
Triage/Reception	Kinney	0.25	15	7,800.00	1,950.00	D	0%	-	-	7,800.00	1,950.00
Phone assessments and intervention, and appointment setting											
COO	Gearhart	0.023	36.05	1,724.63	431.16	A	100%	1,724.63	431.16	-	-
Responsible for the supervision of Case Managers											
CEO	Thompson	0.026	38.46	2,079.92	519.98	A	100%	2,079.92	519.98	-	-
Overall contractual compliance											

Calculating Annual Salary	2080
---------------------------	------

(Rate x Annual Hours)

Benefits	
Benefits	Percent
Medical/Dental	25.00%
SS	
State Tax	0.00%
Federal Tax	

			TRAVEL					
Travel can be budgeted for the cost of staff mileage and other travel associated with								
Ryan White CARE Act Title I funds.								
1	Mileage	Mileage will be budgeted utilizing the standard calculation of annual miles for a full time staff person x the rate determined by your organization per mile x the number of FTE(s) budgeted to provide services under this grant.						
		(A)	(B)	(C)	(D) = (B)*(C)*(A)	(E)	(F)	(G)
Mileage Phoenix Shanti Group Case Management								
			Annual Miles	Miles	Budget			Description
		FTE	Budgeted (Per 1 FTE)	Applied to Grant	\$0.35	Admin	Direct Svc	
1	Admin	0.081	0	0	\$-	-	-	
2	Direct Svc	1.37	384	526.08	184.13		\$184.13	Home visits to non-ambulatory/non-responsive case management clients
	TOTAL		384	526.08	184.13	-	184.13	\$184.13
				(Total Miles applied to this grant)				
		(B)	Note - Budget annual mileage for 1 FTE.					
2	Other Allowable Travel							
			At this time, Maricopa County Department of Public Health has determined that costs included in this section are Administrative Costs.					
		(A)	(B)	(C)	(D) = (B)+(C)	(E) = (D)	(F)	(G)
Other Allowable Travel Phoenix Shanti Group Case Management								
	Dates of Travel	Cost Line Item	Cost Line Item	Total Budget	Admin	Direct Service		Description
1		\$-	\$-	-	-	0		
	Description					0		

2		\$-	\$-	-	-	0		
	Description					0		
3		\$-	\$-	-	-	0		
	Description					0		
				-	-	-		\$-
				Admin	Direct Service	Total		
	SUMMARY	(Travel)		-	184.13	184.13		

The supplies line item is used to budget funds for supplies used in the operations of the budget. This category can include general office supplies and program/medical supplies.

- 1 **General Office Supplies: includes pens, paper, toner, etc.** (Apply at FTE Ratio)

	(A)	(B)	(C) = (A)*(1-(B))	(D) = (B) + (C)	(E)
General Office Supplies Phoenix Shanti Group Case Management					
Item	Annual Budget	Admin 6%	Direct Service	Total	Narrative
1 Pens/Paper	700	39.08	660.92	700.00	Copies/service documentation
2		-	-	-	
3		-	-	-	
4		-	-	-	
5		-	-	-	
TOTAL		39.08	660.92	TOTAL	\$700.00

- 2 **Program Supplies**

Program Supplies have been deemed Direct Service.

	(A)	(B)	(C)	(D) = (B)	(E)	(F)
Program Supplies Phoenix Shanti Group Case Management						
Description	Annual Budget	Admin	Direct			Narrative
1 5 part charts	1008.7	0	1,008.70			Contains/manages the client's documents, including assessment, treatment plan, eligibility documents, treatment history, progress reports, and discharge client papers.
2			-			
3			-			
4			-			
5			-			
TOTAL		-	1,008.70	TOTAL		\$1,008.70

Equipment less than \$1,000 -
includes computers, fax machines,
shredders, and adding machines to be
used in the operations of this grant.

(Apply at FTE Ratio)

3

	(A)	(B)	(C) = (A)*(1-(B))	(D) = (B) + (C)	(E)
Equipment less than \$1,000 Phoenix Shanti Group Case Management					
Description	Allocated Budget	Admin 6%	Direct Service	Total	Narrative
1		-	-	-	
2		-	-	-	
3		-	-	-	
4		-	-	-	
5		-	-	-	
		-	-	-	
TOTAL		-	-	TOTAL	\$-

Summary

39.08

1,669.62

The equipment line item is budgeted for equipment purchased or leased in conjunction with operations of the grant.

Equipment greater than \$1,000

- 1 Equipment greater than \$1,000 - Include large equipment necessary to be used in the operations of this grant. Please note that there are more requirements for approval.

(A)		(B)	(c)	(D) = (B * (1 - (C)))	(D) = (B) + (C)	(E)
Equipment greater than \$1,000 Phoenix Shanti Group Case Management						
Item	Amount	Admin	Direct	Total	Narrative	
Budgeted	Budgeted	6%	Service			
1	0	-	-	-		
2		-	-	-		
3		-	-			
4		-	-			
5		-	-			
		-	-			
TOTAL		-	-	TOTAL	\$-	

The Contractual line item is used for consulting and contracting to be utilized in conjunction with operations of the grant.

This budget category includes payments to outside consultants and temporary services. Use this section for both professional and clerical support.

Consulting

1 Consulting - Include any payments anticipated for consulting and capacity building services

Consulting Phoenix Shanti Group Case Management									
Consultant	Hours Budgeted	Quoted Rate	Total Budget	Admin Budget %	Admin Budget	Direct Service	Dates of Service		
1		0	-	0%	-	-			
Licenses / qualifications									
Narrative									
2	0	0	-	0%	-	-			
Licenses / qualifications									
Narrative									
3			-		-	-			
Licenses / qualifications									
Narrative									
4									
				TOTAL	-	-	\$-		

Subcontracts

- 2 Include any payments for subcontracts to provide services under this grant.
 Backup is required for each subcontract listed in this section. Maricopa County Department of Public Health will enforce the 10% administrative Cost Cap established by HRSA for first-line entities receiving Title I funds.

Subcontracts Phoenix Shanti Group Case Management								
	Contract Provider	Units/Hours Budgeted	Quoted Rate	Total Budget	Admin Rate	Admin Budget	Direct Service	Dates of Service
1	Delta			-	0%	-	-	
	Service(s) Provided							
	Narrative							
2				-		-	-	
	Service(s) Provided							
	Narrative							
3				-		-	-	
	Service(s) Provided							
	Narrative							
					TOTAL	-	-	\$-

Other Program Support

1 Telephone

Telephone Phoenix Shanti Group Case Management					
Description	Annual Amount Budgeted	Admin 6%	Direct Service	Total	Narrative Justification
1 Cell Phones	0	-	-	-	
2 Direct Line	598	33.38	564.62	598.00	Client contact/updates
3		-	-		
		-	-		
TOTAL		33.38	564.62	TOTAL	\$598.00

2 Copy/Duplicating

Copy/Duplicating Phoenix Shanti Group Case Management					
Description	Budget	Admin 6%	Direct Service	Total	Narrative Justification
1 Program Brochures					
Brochures	500		500.00	500.00	Educate new consumers on the case management services provided, as well as auxiliary services available at Phoenix Shanti
2 Other Copying/Duplicating					
Copies	88	4.91	83.09	88.00	Photocopy records of clients
	0	-	-	-	
	0	-	-	-	
TOTAL		4.91	583.09	TOTAL	\$588.00

Budget Category 6 4

3 Postage

Postage Phoenix Shanti Group Case Management					
Description	Amount Budgeted	Admin 6%	Direct Service	Total	Narrative Justification
1 Postage	200	11.16	188.84	200.00	Client contact/mailling benfit applications
		-	-		
TOTAL		11.16	188.84	TOTAL	\$200.00

4 Utilities

Utilities have been deemed 100% administrative. (Ruling 6.6.B05)

Utilities Phoenix Shanti Group Case Management					
Description	Amount Budgeted	Admin 6%	Direct Service	Total	Narrative Justification
1	0	-	-	-	
		-	-	-	
		-	-	-	
		-	-	-	
		-	-	-	
TOTAL		-	-	TOTAL	\$-

4 Other Program Support

Other Program Support Phoenix Shanti Group Case Management					
Description	Budgeted Amount	Admin 6%	Direct Service	Total	Narrative
1	0	-	-	-	
	0	-	-	-	
	0	-	-	-	
	0	-	-	-	
		-	-	-	
TOTAL		-	-	TOTAL	\$-

1 Audit/Accounting/Finance

Audit/Accounting/Finance Phoenix Shanti Group Case Management									
Vendor	Hours Budgeted	Quoted Price*	Total Price	Dates of Service	Admin	Direct Service	Description		
a	0	0	-		-				
Cost Method Used									
Budget Justification									
b			-		-				
Cost Method Used									
Budget Justification									
c					-				
Cost Method Used									
Budget Justification									
				TOTAL	-		\$	-	

2 Insurance

Insurance Phoenix Shanti Group Case Management							
Insurance Type	Annual Premium	Percent To grant	Total Grant	Dates of Service	Admin	Direct Service	Description
a	0	0%	-		-		

b	Cost Method Used							
	Budget Justification							
		0	0%	-		-		
c	Cost Method Used							
	Budget Justification							
			0%	-		-		
	Cost Method Used							
	Budget Justification							
				TOTAL		-	\$	-

3 Rent/Space

a	Rent/Space Phoenix Shanti Group Case Management									
	Provider	Annual Rent	Percent to Grant	Total Grant	Dates of Service	Admin	Direct Service	Description		
		0	0%	-		-				
	Cost Method Used									
	Budget Justification									
					TOTAL		-	\$	-	

4 Other Professional Service

Other Professional Service Phoenix Shanti Group Case Management									
Vendor	Hours Budgeted	Quoted Price*	Total Price	Admin Budget %	Admin	Direct Service	Description		
a	0	0	-	0%	-	-			
	Cost Method Used								
	Budget Justification								
b			-		-	-			
	Cost Method Used								
	Budget Justification								
c					-	-			
	Cost Method Used								
	Budget Justification								
			-	TOTAL	-	-	\$	-	

Instructions

: Complete the yellow sections for this template. All information will be linked to the Unit Cost sheet of this work book
This sheet allows for planning and cost calculations for services to be provided under this grant.
Providers may utilize this sheet to determine costs of units that they are proposing for the contract.
Providers also have the option to utilize the Unit Cost Narrative sheet at the end of this workbook.

Organization Name: **Phoenix Shanti Group**
Contract:

	(A) Activity (From Work Statement)	(B) Product / Unit Name	(C) Number of Units Propose d	(D) Proposed Fee Per Product/Deliv erable	Schedule of Deliverables												(E) Total Payment Per Objective/Activit y
					Ma r	Apr	Ma y	Jun e	Jul y	Au g	Se p	Oct	No v	De c	Jan	Fe b	
1	Assessment	Case Management	237	18.00	19	19	19	20	19	19	19	20	19	19	19	20	4,266.00
2	CM	Case Management	3,652	18.00	304	304	305	304	304	305	304	304	305	304	304	305	65,736.00
3			-	-													-
4			-	-													-
5			-	-													-
6			-	-													-
7			-	-													-
8			-	-													-
TOTAL			3,889		323	323	324	324	323	324	323	324	324	323	323	325	

70,002.00
\$70,000.00
\$2.00
(Over Budget)

- (A) From the Work Statement - enter which activity this unit relates to.
(B) Product/Unit Name - Enter the name that identifies this unit.
(C) Enter the number of units proposed for the contract year.
(D) This fee calculates automatically, based on the budget and unit cost from the Unit Cost Worksheet.
Schedule of Deliverables
Enter the number of units BY MONTH proposed in the corresponding column and row.
(E) This calculates the total amount budgeted, based on proposed units x proposed fee, for this contract.

1

Unit of Service (Name)

Case Management

Unit Definition (Describe the Unit)

An initial comprehensive assessment of the client's needs and personal support systems, both with the client directly and utilizing key informants of family/friends when permitted, that results in a comprehensive, individualized service plan outlining the objectives to be met.

Units Proposed

237

Percent of Total

6%

Direct Costs

POSITION	Direct Services duties (provide a brief narrative of what this person will be doing for this unit)	Hourly Rate (or average if more than one FTE)	Hourly BNF	Total Salary and Benefits (Hourly)	Direct Svc Time spent (minutes)	
Case Manager	Case Management	17.00	4.25	21	44	15.58
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
						15.58

Other Direct Costs

Travel

184.13

237

6%

0.05

Supplies

1,669.62

0.43

Equipment

-

-

Contractual

-

-

PS

1,336.54

0.34

Other Direct Costs

-

-

16.40

Administrative Costs	Admin Salaries	Admin BNF	Ttl Admin	% of Ttl	Units	per unit
Salaries	5,724.14	1,431.03	7,155.17	6%	237.00	1.84
Total Admin Labor Cost						1.84
Other Direct Costs	Total Admin Cost	Units Prop	Percent to total			
Travel	-	237	6%			
Supplies	39.08			0.01		
Equipment	-			-		
Contractual	-			-		
PS	49.46			0.01		
Other Direct Costs	-			-		
						1.86
Indirect	-			-		
						18.27

	2
Unit of Service (Name)	Case Management
Unit Definition (Describe the Unit)	A range of client-centered services that advise and assist the client in obtaining medical, social, community, legal, and financial benefits in an orderly and timely manner.
Units Proposed	3652
Percent of Total	94%
Direct Costs	

POSITION	Direct Services duties (provide a brief narrative of what this person will be doing for this unit)	Hourly Rate (or average if more than one FTE)	Hourly BNF	Total Salary and Benefits (Hourly)	Direct Svc Time spent (minutes)	
Case Manager	Case Management	16.50	4.13	21	44	15.13
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
						15.13

Other Direct Costs	Total Direct Cost Budget	Units Prop	Percent to total		
Travel	184.13	3,652	94%		0.05
Supplies	1,669.62				0.43
Equipment	-				-
Contractual	-				-
PS	1,336.54				0.34
Other Direct Costs	-				-
					15.95

Administrative Costs	Admin Salaries	Admin BNF	Ttl Admin	% of Ttl	Units	per unit
Salaries	5,724.14	1,431.03	7,155.17	94%	3,652.00	1.84
Total Admin Labor Cost						1.84

Other Direct Costs	Total Admin Cost	Units Prop	Percent to total		
Travel	-	3,652	94%		-
Supplies	39.08				0.01

Unit of Service (Name)	0
Unit Definition (Describe the Unit)	
Units Proposed	0
Percent of Total	0%

Direct Costs

POSITION	Direct Services duties (provide a brief narrative of what this person will be doing for this unit)	Hourly Rate (or average if more than one FTE)	Hourly BNF	Total Salary and Benefits (Hourly)	Direct Svc Time spent (minutes)	
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-

Other Direct Costs	Total Direct Cost Budget	Units Prop	Percent to total		
Travel	184.13	-	0%		#DIV/0!
Supplies	1,669.62				#DIV/0!
Equipment	-				#DIV/0!
Contractual	-				#DIV/0!
PS	1,336.54				#DIV/0!
Other Direct Costs	-				#DIV/0!
					#DIV/0!

Administrative Costs	Admin Salaries	Admin BNF	Ttl Admin	% of Ttl	Units	per unit
Salaries	5,724.14	1,431.03	7,155.17	0%	-	#DIV/0!
Total Admin Labor Cost						#DIV/0!

Unit of Service (Name)	0
Unit Definition (Describe the Unit)	
Units Proposed	0
Percent of Total	0%

Direct Costs

POSITION	Direct Services duties (provide a brief narrative of what this person will be doing for this unit)	Hourly Rate (or average if more than one FTE)	Hourly BNF	Total Salary and Benefits (Hourly)	Direct Svc Time spent (minutes)	
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-

Other Direct Costs	Total Direct Cost Budget	Units Prop	Percent to total		
Travel	184.13	-	0%		#DIV/0!
Supplies	1,669.62				#DIV/0!
Equipment	-				#DIV/0!
Contractual	-				#DIV/0!
PS	1,336.54				#DIV/0!
Other Direct Costs	-				#DIV/0!
					#DIV/0!

Administrative Costs	Admin Salaries	Admin BNF	Ttl Admin	% of Ttl	Units	per unit
Salaries	5,724.14	1,431.03	7,155.17	0%	-	#DIV/0!
Total Admin Labor Cost						#DIV/0!

	Total Direct Cost Budget	Units Prop	Percent to total		
Other Direct Costs					
Travel	184.13	-	0%		#DIV/0!
Supplies	1,669.62				#DIV/0!
Equipment	-				#DIV/0!
Contractual	-				#DIV/0!
PS	1,336.54				#DIV/0!
Other Direct Costs	-				#DIV/0!
					#DIV/0!

Administrative Costs	Admin Salaries	Admin BNF	Ttl Admin	% of Ttl	Units	per unit
Salaries	5,724.14	1,431.03	7,155.17	0%	-	#DIV/0!
	Total Admin Labor Cost					#DIV/0!

	Total Admin Cost	Units Prop	Percent to total		
Other Direct Costs					
Travel	-	-	0%		#DIV/0!
Supplies	39.08				#DIV/0!
Equipment	-				#DIV/0!
Contractual	-				#DIV/0!
PS	49.46				#DIV/0!
Other Direct Costs	-				#DIV/0!
					#DIV/0!
Indirect	-				#DIV/0!
					#DIV/0!

Unit of Service (Name)	0
Unit Definition (Describe the Unit)	
Units Proposed	0
Percent of Total	0%

Direct Costs

POSITION	Direct Services duties (provide a brief narrative of what this person will be doing for this unit)	Hourly Rate (or average if more than one FTE)	Hourly BNF	Total Salary and Benefits (Hourly)	Direct Svc Time spent (minutes)	
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-

Other Direct Costs	Total Direct Cost Budget	Units Prop	Percent to total		
Travel	184.13	-	0%		#DIV/0!
Supplies	1,669.62				#DIV/0!
Equipment	-				#DIV/0!
Contractual	-				#DIV/0!
PS	1,336.54				#DIV/0!
Other Direct Costs	-				#DIV/0!
					#DIV/0!

Administrative Costs	Admin Salaries	Admin BNF	Ttl Admin	% of Ttl	Units	per unit
Salaries	5,724.14	1,431.03	7,155.17	0%	-	#DIV/0!
Total Admin Labor Cost						#DIV/0!

Other Direct Costs

Travel

Supplies

Equipment

Contractual

PS

Other Direct Costs

Indirect

Total Admin Cost	Units Prop	Percent to total		
-	-	0%		#DIV/0!
39.08				#DIV/0!
-				#DIV/0!
-				#DIV/0!
49.46				#DIV/0!
-				#DIV/0!
				#DIV/0!
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Instructions: Use this worksheet to submit manual calculations of proposed reimbursement rates for

services provided under this grant.

Complete one section for each unit of service proposed. (i.e, face-to-face visit)

It is the Provider's responsibility to adequately identify costs associated with this service.

Unallowable and/or unnecessary costs will be rejected by MCDPH.

Unit Name:

Definition:

(Briefly describe and define the unit of service that you are proposing)

Unit Measurement:

--

Reimbursement Rate Requested:

--

(enter the rate at which you are submitting to be reimbursed for this service.)

* This number must match the total in the section below.

Unit Cost:
(PER UNIT)

(Use this section to justify the rate at which you are requesting to be reimbursed.)

	Description of Cost	Cost	Narrative Justification
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10			

Total

-

Description of Cost

Identify the cost associated with providing this cost.
(i.e., personnel and benefits utilized in providing one unit.)

Cost

Input the amount PER UNIT

Narrative Justification

Briefly describe how this cost was calculated, the reason for this cost, and any other information relevant to justify the cost.
any other information relevant to justify this cost.

Unit Name:

Definition:

(Briefly describe and define the unit of service that you are proposing)

Unit Measurement:

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any other information relevant to justify this cost.

ATTACHMENT C Work Plan

Phoenix Shanti Group

FY 2008/2009 WORK PLAN FOR Case Management

7) Total # unduplicated clients 60

<p>Challenge: The incidence of HIV in connection with Substance Abuse and Mental Health Disorders continues to rise. Case Management Staff at Phoenix Shanti Group helps HIV+ consumers with such challenges to get the medical, financial, and social benefits they need.</p>			
<p>Goal: • Facilitate access for 80 clients annually to primary medical care through a process of linkage to medical service and reduce barriers to care; and facilitate access to those same clients to community services as a process of enabling linkage to medical care and other needed services.</p>			
OBJECTIVES:	ACTIVITIES	HOW GOALS WILL BE MEASURED/ATTAINED/EVALUATION METHODS	IMPLEMENTATION PLAN/POSITIONS REQUIRED
<p>Objective 1: To provide an initial comprehensive needs assessment for all new clients. (N=30)</p>	<p>The Case Manager will determine the eligibility of the prospective client for Ryan White part A services, schedule face-to-face contact with client and provide other contacts to primary medical physicians and other needed services.</p> <p>The Case Manager will develop a care plan with the client that will assist the client in living with the disease and managing the continuum of care.</p> <p>An intake/assessment includes:</p> <ul style="list-style-type: none"> • Providing initial contact with new client and scheduling a first appointment within 10 days of initial contact. • Development of a comprehensive assessment – reviewing items including, but not limited to: Medical, Treatment Adherence, dental, nutritional, mental health, and substance abuse history. Comprehensive 	<p>Narrative Measure Statement: The Case Manager maintains a list of clients assessed and the dates of the care plans. Encounter data and client chart review will reflect achievement of this objective.</p> <p>Service Unit Name: CM Assessment</p> <p>Service Unit Description: Face-to-face client intake=15 minutes via in person contact. The intake session typically takes 60-90 minutes (4-5 units)</p> <p>Units to be Provided: 237 @ \$18.00</p>	<p>The Case Management activities are spread across one full-time Case Manager and 0.1 FTE other professional staff for all objectives. This ensures that sufficient year-round coverage is provided to consumers for staff illness/vacation/or emergency walk-ins.</p> <p>The fulltime Case Manager is an Arizona State Licensed Substance Abuse Counselor. The Case Manager meets the necessary qualifications for the position.</p> <p>Careware will be used to report billing and client demographics.</p> <p>Client Chart(s) will document an approved intake, Assessment (within 10 days of initial visit), Care Plan (within 10 days of assessment), and Reassessment (every six months)</p>

	<p>assessments will be conducted within 10 days of the initial Case Management visit.</p> <ul style="list-style-type: none"> • Development of a comprehensive Care Plan – reflecting short-term and long-term goals and service referrals. Care Plans will be approved within 10 days of the completion of the Assessment. • Reassessment – clients will be reassessed every six months to determine the efficacy of the care plan 		
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OBJECTIVES:	ACTIVITIES	HOW GOALS WILL BE MEASURED/ATTAINED/EVALUATION METHODS	IMPLEMENTATION PLAN/POSITIONS REQUIRED
<p>Objective 2: To provide case management services to 60 new and returning clients by February 28, 2009.</p>	<p>The Case Manager will provide a range of directive, assistive, and hands-on case management, per the client's assessed Individual Care Plan, that includes care coordination, client advocacy, benefits counseling, direct client assistance in meeting basic needs, and medical or support service monitoring in a culturally competent manner.</p> <p>Responsible staff: Case Manager</p>	<p>Narrative Measure Statement: Chart all case management activity. Using case management database, retain baseline information and record all case management service activity. Information readily retrievable for reports/audits.</p> <p>Service Unit Name: Medical/ Supportive Case Management Unit</p> <p>Service Unit Description: Face-to-face or phone contact with consumer or supportive activity on behalf of consumer= 15 minutes The case management session ranges from 15-90 minutes (1-6 units)</p> <p>Units to be Provided: 3,652@ \$18.00</p>	
<p>Objective 3: Financial Assistance</p> <p>Provide financial payments to Clients that have been approved based upon the eligibility of each type of assistance</p>	<p>Provide financial payments to third Parties as approved by the Case manager.</p>	<p>Service Unit Name: FAP – Dental Assistance</p> <p>Service Unit Description: Provide financial assistance to consumers with Dental Co-pays</p> <p>Units to be Provided: Up to \$5000.00</p> <p>Service Unit Name: FAP – Pharmacy</p> <p>Service Unit Description: Provide financial assistance to consumers with Pharmacy Co-pays</p> <p>Units to be Provided: Up to \$994.00</p> <p>Service Unit Name: FAP – General</p>	

<p>Objective 4: To re-evaluate all active service plans every six months for all active clients.</p>	<p>The Case Manager will review all Care Plans with all active clients every six months to ensure care objectives are revised and amended as needed.</p>	<p>Service Unit Description: Provide financial assistance to consumers with General Costs</p> <p>Units to be Provided: Up to \$830.00</p> <p>Service Unit Name: FAP – Health Insurance</p> <p>Service Unit Description: Provide financial assistance to consumers with Health Insurance Co-pays</p> <p>Units to be Provided: Up to \$945.00</p> <p>Narrative Measure Statement: Consumer chart audits will reflect progress toward achieving this objective.</p>	
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OBJECTIVES:	ACTIVITIES	HOW GOALS WILL BE MEASURED/ATTAINED/EVALUATION METHODS	IMPLEMENTATION PLAN/POSITIONS REQUIRED
<p>Objective 5: To maintain documentation of all referral and linkage systems with appropriate entities such as other ASO's, CBO's, and PCP's.</p>	<p>Phoenix Shanti Group will maintain Memorandums of Understanding with other appropriate service providers to ensure and enhance case management success.</p> <p><i>Responsible staff: Executive Director</i></p>	<p>Narrative Measure Statement: MOU's and PCP referral/release of information forms shall be maintained in agency/client files as appropriate.</p>	

THE PHOENIX SHANTI GROUP, 2345 WEST GLENDALE AVENUE, PHOENIX, AZ 85021

PRICING SHEET: NIGP CODE 9487402

Terms:	NET 30
Vendor Number:	W000007289 X
Telephone Number:	602/279-0008
Fax Number:	602/279-2004
Contact Person:	Kaith Thompson
E-mail Address:	keitht@shantiaz.org
Certificates of Insurance	Required
Contract Period:	To cover the period ending March 31, 2011.